REC	
PE JCgg 10	Attorncy Docket Numb 2043094 <u>8932-5</u>
Washingto	NER OF PATENTS AND TRADEMARKS ssignment n, DC 20231 ginal documents or copy thereof.
I. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Lutz-Peter NOLTE, Marwan SATI, Christopher MOULDER, J. Michael WENTKOWSKI and Jose L. SCHERRER	Name: Synthes AG CHUR and Synthes (U.S.A.)
Additional name(s) of conveying party(ics) attached? 🗆 Yes 🛛 🛛 No	Address: Grabenstrasse 15, CH-7002 Chur, Switzerland and
3. Nature of conveyance:	1690 Russell Road, Paoli, Pennsylvania 19301
⊠ Assignment □ Merger	
□ Security Agreement □ Change of Name	Country (if other than USA):
Other	
 <u>2002</u> Application number(s) or patent number(s): If this document is being filed together with a new application, the execut 	ion date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
	attached? □ Yes ⊠ No
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Number of applications and patents involved: <u>1</u>
PENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006	7. Total fee (37 CFR 3.41):\$ 40.00 Please charge to the deposit account listed in Section 8.
washington, D.C. 20000	8. Deposit account number: <u>16-1150</u>
DO NOT US	SE THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing information is document. Julius C. Fister, III 46,702	true and correct and any attached copy is a true copy of the original <u>March 20, 2002</u> Date tal number of pages including cover sheet: 4
Name of Person Signing Reg. No. Signature for Brian M. Poissant 28,462	nai number of pages menuming cover sheet. 1 4
Name of Person Signing Reg. No. Signature for Brian M. Poissant 28,462	

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PATENT REEL: 012738 FRAME: 0454 ASSIGNMENT

WHEREAS, WE, Lutz Peter NOLTE, citizen of Switzerland, residing at Wartbodenstrasse 1 K, CH-3626 Hünibach, Switzerland; Marwan SATI, citizen of Canada, residing at 3355 Spirea Terrace, Mississauga, Ontario, Canada L5N 7N6; Christopher J. MOULDER, citizen of the United States of America, residing at 6200 Wilson Blvd., 322, Falls Church, Virginia 22044; Michael WENTKOWSKI, citizen of Germany, residing at Bernrainstrasse 5, CH-8556, Wigoltingen, Switzerland; and José L. SCHERRER, citizen of Switzerland, residing at Bienkenstrasse 3, CH-4702, Oensingen, Switzerland; ASSIGNORS, are the inventors of the invention in

METHOD AND DEVICE FOR PERCUTANEOUS DETERMINATION OF POINTS ASSOCIATED WITH THE SURFACE OF AN ORGAN

for which we have executed an application for a Patent of the United States

 \square which is executed on \square even date herewith or \square

- which is identified by Pennie & Edmonds LLP docket no. 8932-582-999
- which was filed on October 22, 2001, Application No. 09/982,949

AND WHEREAS, **SYNTHES AG CHUR**, ASSIGNEE, having a registered office and place of business at Grabenstrasse 15, CH-7002 Chur, Switzerland, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda, (hereinafter "the excluded geographic locations")

AND WHEREAS, SYNTHES (USA), ASSIGNEE, a General Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the excluded geographic locations:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over:

(1) unto the said SYNTHES (USA), its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention in the excluded geographic locations, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection in the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country in the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such applications, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country in the excluded geographic locations and all extensions, necluding, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country in the excluded geographic locations and all extensions, renewals and reissues thereof, and

(2) unto the said SYNTHES AG CHUR, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention in all geographic locations except the excluded geographic locations; and all applications for industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States in all geographic locations except the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the respective ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

IN WITNESS WHEREOF, the undersigned Officer(s) has affixed his/her/their signature(s).

Lutz-Peter NULTE	Lus Nol	75.07 02
Print Name	Signature	Date
	1	
Esther anahore	V.A.	AS, OLOZ
Witness (name)	Witness (signature)	Date
MANUELA HALLER		15.01.02
Witness (name)	Witness (signature)	Date

IN WITNESS WHEREOF, the undersigned Assignors have affixed their signatures.

Seit. 2.8 01 02 Date arwan Sati Witness (signature) Date IISMIUDOUR CONT nicot-28-01-02 Date

IN WITNESS WHEREOF, the undersigned Officer(s) has affixed his/her/their signature(s).

J. Christopher Moulder CL Wold 1/31/02 Print Name Signature Date Witness (signature) Date VINALD R. MARACH Witness (name)

Maximilian Mox Max Ing Witness (name) Witness (signature)

 $-\frac{1/31/02}{1/31/02}$

IN WITNESS WHEREOF, the undersigned Officer(s) has affixed his/her/their signature(s).

Hichae Wenthowshi

Witness (name)

HARIA ASTRONY Witness (name)

Julie

<u>4.2.2002</u> Date

Witness (signature)

Witness (signature)

<u>5-2-2002</u> Date

5.2.2002 Date

Note: Author order differs from original filing. M.S. I assume it does not matter for this form.

PATENT REEL: 012738 FRAME: 0457

		/her/their signature(s).
Dose L. Scherren	ACarra	2002/02/14
Print Name	Signature	
VADA HURARO Vitness (name)	Witness (signature)	<u>2002/02/74</u> Date
ANJA STEINBA(Witness (name)	2H <u><u><u>A</u></u>. Steinback</u> Witness (signature)	2002/02/M Date
IN WITNESS WHEREOF	, the undersigned Assignors have affixed their	signatures.
Print Name	Signature	Date
Witness (name)	Witness (signature)	Date
Witness (name)	Witness (signature)	Date
	the undersigned Officer(s) has affixed his/he Signature	r/their signature(s).
Print Name		
Print Name Witness (name)	Signature	Date
Print Name Witness (name) Witness (name) IN WITNESS WHEREOF	Signature Witness (signature) Witness (signature) , the undersigned Officer(s) has affixed his/he	Date Date Date r/their signature(s).
Print Name Witness (name) Witness (name)	Signature Witness (signature) Witness (signature)	Date Date Date
Print Name Witness (name) Witness (name) IN WITNESS WHEREOF	Signature Witness (signature) Witness (signature) , the undersigned Officer(s) has affixed his/he	Date Date Date Their signature(s).

PATENT REEL: 012738 FRAME: 0458

RECORDED: 03/20/2002