

102291817

Attorney Docket Number  
8932-0576-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignment  
Washington, DC 20231

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><b>Christoph A. ROTH</b> <b>Charles E. GELTZ</b> <b>Frank A. WILSON</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Synthes AG CHUR</u></p> <p>Address: <u>Grabenstrasse 15</u> <u>CH-7002, Chur</u></p> <p>Country (if other than USA): <u>Switzerland</u></p>
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11-19-02

<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 22, 2002; October 16, 2002;</u> <u>and October 22, 2002, respectively</u></p>	<p>AND</p> <p>Name: <u>Synthes (U.S.A.)</u></p> <p>Address: <u>1690 Russell Road, P.O. Box 1766</u> <u>Paoli, Pennsylvania 19301</u></p> <p>Country (if other than USA): _____</p>
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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10/269,976 | B. Patent No.(s) \_\_\_\_\_

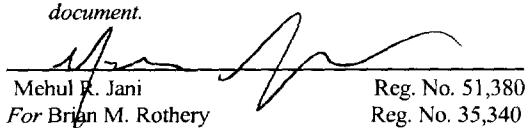
Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>PENNIE &amp; EDMONDS LLP</b> 1667 K Street, N.W. Washington, D.C. 20006</p>	<p>6. Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>
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DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

 \_\_\_\_\_ **November 19, 2002**

Mehul R. Jani Reg. No. 51,380 Signature Date  
For Brian M. Rothery Reg. No. 35,340

Total number of pages including cover sheet: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

11/22/2002 DBYRNE 00000145 161150 10269976  
01 FC:8021 40.00 CH

## ASSIGNMENT

WHEREAS, WE, **Christoph A. Roth, citizen of Germany, residing at 1109 Timberland Drive, West Chester, PA 19380; Charles E. Geltz, citizen of the United States, residing at 523 Turner Avenue, Drexell Hill, PA 19026 and Frank A. Wilson, citizen of the United States, residing at 549 Jansen Avenue, Essington, PA 19029, ASSIGNORS,** are the inventors of the invention in **ORTHOPEDIC IMPLANT INSERTIONS INSTRUMENTS** for which we have executed an application for a Patent of the United States,

- which is executed on  even date herewith or  \_\_\_\_\_  
 which is identified by Pennie & Edmonds LLP docket no. 8932-576

AND WHEREAS, **SYNTHESES 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, **SYNTHESES (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 SYNTHESES (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 application is filed, as may be applicable; and all forms of industrial property protection in the excluded geographic locations, 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, renewals and reissues thereof, and (2) unto the said SYNTHESES 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.

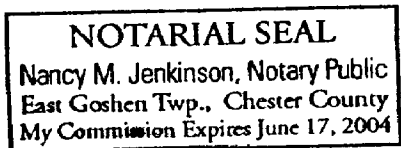
IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 10 122, 2002 Christoph Andreas Roth L.S.

State of Pennsylvania  
County of Chester SS.:

On Oct. 22, 2002, before me, Nancy M. Jenkinson Notary Public, personally appeared Christoph Andreas Roth, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Nancy M. Jenkinson

Date \_\_\_\_\_, 2002 Charles E. Geltz L.S.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

On \_\_\_\_\_, 2002, before me, \_\_\_\_\_, Notary Public, personally appeared Charles E. Geltz, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date \_\_\_\_\_, 2002 Frank A. Wilson L.S.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

On \_\_\_\_\_, 2002, before me, \_\_\_\_\_, Notary Public, personally appeared Frank A. Wilson, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

## ASSIGNMENT

WHEREAS, WE, **Christoph A. Roth, citizen of Germany, residing at 1109 Timberland Drive, West Chester, PA 19380; Charles E. Geltz, citizen of the United States, residing at 523 Turner Avenue, Drexell Hill, PA 19026 and Frank A. Wilson, citizen of the United States, residing at 549 Jansen Avenue, Essington, PA 19029, ASSIGNORS,** are the inventors of the invention in **ORTHOPEDIC IMPLANT INSERTIONS INSTRUMENTS** for which we have executed an application for a Patent of the United States,

- which is executed on  even date herewith or  \_\_\_\_\_  
 which is identified by Pennie & Edmonds LLP docket no. 8932-576

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AND WHEREAS, **SYNTHESES (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 SYNTHESES (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 application is filed, as may be applicable; and all forms of industrial property protection in the excluded geographic locations, 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, renewals and reissues thereof, and (2) unto the said SYNTHESES 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.

Date \_\_\_\_\_, 2002 \_\_\_\_\_ L.S.  
Christoph Andreas Roth

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

On \_\_\_\_\_, 2002, before me, \_\_\_\_\_, Notary Public, personally appeared Christoph Andreas Roth, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

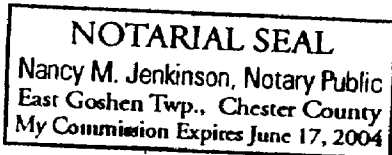
Date October 16, 2002 Charles E. Geltz L.S.  
Charles E. Geltz

State of Pennsylvania )  
County of Chester ) SS.:

On October 16, 2002, before me, Nancy M. Jenkinson, Notary Public, personally appeared Charles E. Geltz, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Nancy M. Jenkinson



Date \_\_\_\_\_, 2002 \_\_\_\_\_ L.S.  
Frank A. Wilson

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

On \_\_\_\_\_, 2002, before me, \_\_\_\_\_, Notary Public, personally appeared Frank A. Wilson, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

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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 **SYNTHESES (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 application is filed, as may be applicable; and all forms of industrial property protection in the excluded geographic locations, 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, renewals and reissues thereof, and (2) unto the said **SYNTHESES 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.

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

Date \_\_\_\_\_, 2002 \_\_\_\_\_ L.S.  
Christoph Andreas Roth

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

On \_\_\_\_\_, 2002, before me, \_\_\_\_\_, Notary Public, personally appeared Christoph Andreas Roth, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date \_\_\_\_\_, 2002 \_\_\_\_\_ L.S.  
Charles E. Geltz

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

On \_\_\_\_\_, 2002, before me, \_\_\_\_\_, Notary Public, personally appeared Charles E. Geltz, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Date 22 October, 2002 Frank A. Wilson L.S.  
Frank A. Wilson

State of Pennsylvania )  
County of Chester ) SS.:

On Oct. 22, 2002, before me, N. Jenkinson, Notary Public, personally appeared Frank A. Wilson, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Nancy M. Jenkinson

