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PATENTS ONLY

Attorney Docket Number 8932-1095-999  
CAM No. 232232-999271

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Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): Bear LECHMANN, Dominique BURKARD, Chris M.J. CAIN and Claude MATHIEU</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 and Synthes (USA)</u></p> <p>Address: <u>Grabenstrasse 15, CH-7002 Chur, Switzerland and 1302 Wrights Lane East, West Chester, Pennsylvania 19380, respectively</u></p> <p>Country (if other than USA): Zip Code:</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment Merger</p> <p>Security Agreement Change of Name</p> <p>Other</p> <p>Execution Date: <u>November 22, 2005; November 28, 2005; December 5, 2005; and November 25, 2005, respectively</u></p>	

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) 11/199,599 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>JONES DAY 222 East 41st Street New York, New York 10017</p>	<p>6. Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ 40.00 Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>50-3013</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*

<p>Fritz Klantschi For: Brian M. Rothery Name of Person Signing</p>	<p>50,333 35,340 Reg. No.</p>	<p> Signature</p>	<p>December 19, 2005 Date</p>
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Total number of pages including cover sheet: 9

Mail documents to be recorded with required cover sheet information to:  
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P.O. Box 1450  
Alexandria, VA 22313-1450  
Or fax documents to Fax No.: 571-273-0140

CH \$40.00 503013 11199599

ASSIGNMENT

WHEREAS, I/WE, (i) Beat LECHMANN, a citizen of Switzerland, and residing at Grenchenstrasse 29A, Betlach, Switzerland CH-2544; (ii) Dominique BURKARD, a citizen of Switzerland, and residing at Hasengasse 6, Gretzenbach, Switzerland CH-5014; (iii) Chris M.J. CAIN, a citizen of Australia, and residing at 104 George Street, Norwood, Australia 5067, (iv) and Claude MATHIEU, a citizen of Switzerland, and residing at Aristonstrasse 3, Bettlach, Switzerland CH-2544, ASSIGNOR(S), am/are the inventor(s) of the invention described, disclosed and/or claimed in INTERVERTEBRAL IMPLANT for which I/we filed an international patent application No. PCT/CH2003/000089 filed on February 6, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/199,599 and filed on August 8, 2005, and which is identified as Jones Day Docket Number 8932-1095-999. (I/We hereby authorize and request the attorney(s), the Practitioners at Customer No. 51832, at Jones Day, to insert here the Jones Day Docket No., the filing date, and application number of said application when known.)

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 Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining the entire right, title and interest in, to and under the said Invention and the said application in the Excluded Geographic Locations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the said ASSIGNOR(S) have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEES, their successors, legal representatives and assigns, my/our entire right, title and interest in, to and under the said Invention, 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, 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, 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, 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;

NOW, THEREFORE, Synthes AG Chur shall obtain all said rights, title and interest in the Invention in all geographic regions except the Excluded Geographic Locations, and Synthes (USA) shall obtain all rights, title and interest in the Invention in the Excluded Geographic Locations;

AND I/WE HEREBY authorize and request the Commissioner for Patents 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 said ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument

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

AND I/WE HEREBY further covenant and agree that I/we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me/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, I/We hereunto set my/our hand(s) and seal(s) the day and year set opposite my/our respective signature(s).

Date: 22.11.2005 Beat Lechmann  
Beat LECHMANN

Date: 22.11.2005 Kuenzi Thomas T. Williams  
Witness (print name) Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Dominique BURKARD

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)                      Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris M.J. CAIN

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)                      Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Claude MATHIEU

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)                      Witness Signature

ASSIGNMENT

WHEREAS, I/WE, (I) Beat LECHMANN, a citizen of Switzerland, and residing at Grenchenstrasse 29A, Bertlach, Switzerland CH-2544; (II) Dominique BURKARD, a citizen of Switzerland, and residing at Hasengasse 6, Gretzenbach, Switzerland CH-5014; (iii) Chris M.J. CAIN, a citizen of Australia, and residing at 104 George Street, Norwood, Australia 5067; (iv) and Claude MATHIEU, a citizen of Switzerland, and residing at Aristonstrasse 3, Bertlach, Switzerland CH-2544, ASSIGNOR(S), am/are the inventor(s) of the invention described, disclosed and/or claimed in INTERVERTEBRAL IMPLANT for which I/we filed an international patent application No. PCT/CH2003/000089 filed on February 6, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/199,599 and filed on August 8, 2005, and which is identified as Jones Day Docket Number 8932-1095-999. (I/We hereby authorize and request the attorney(s), the Practitioners at Customer No 51832, at Jones Day, to insert here the Jones Day Docket No., the filing date, and application number of said application when known )

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 Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in the Excluded Geographic Locations:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the said ASSIGNOR(S) have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEES, their successors, legal representatives and assigns, my/our entire right, title and interest in, to and under the said Invention, 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, 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, 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, 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;

NOW, THEREFORE, Synthes AG Chur shall obtain all said rights, title and interest in the Invention in all geographic regions except the Excluded Geographic Locations, and Synthes (USA) shall obtain all rights, title and interest in the Invention in the Excluded Geographic Locations,

AND I/WE HEREBY authorize and request the Commissioner for Patents 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 said ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument

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IN TESTIMONY WHEREOF, I/We hereunto set my/our hand(s) and seal(s) the day and year set opposite my/our respective signature(s).

Date: \_\_\_\_\_  
Beat LECHMANN

Date: \_\_\_\_\_  
Witness (print name)                      Witness Signature

Date: 28.11.05

*D. Burkard*  
Dominique BURKARD

Date: 28.11.05

*B. Schri*  
Witness (print name)

*B. Schri*  
Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris M.J. CAIN

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)

\_\_\_\_\_  
Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Claude MATHIEU

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)

\_\_\_\_\_  
Witness Signature

### ASSIGNMENT

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AND WHEREAS, SYNTHES (USA), ASSIGNEE, a Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining the entire right, title and interest in, to and under the said Invention and the said application in the Excluded Geographic Locations:

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Date: \_\_\_\_\_

Beat LECHMANN

Date: \_\_\_\_\_

Witness (print name)

Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Dominique BURKARD

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)      Witness Signature

Date: 5/12/05

*[Signature]*  
Chris M.J. CAIN

Date: 5/12/05

Chastne Ross *[Signature]*  
Witness (print name)      Witness Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Claude MATHIEU

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name)      Witness Signature

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Date: \_\_\_\_\_

Beat LECHMANN

Date: \_\_\_\_\_

Witness (print name)

Witness Signature



Date: \_\_\_\_\_

Dominique BURKARD

Date: \_\_\_\_\_

Witness (print name)

Witness Signature

Date: \_\_\_\_\_

Chris M.J. CAIN

Date: \_\_\_\_\_

Witness (print name)

Witness Signature

Date: 25.11.2005

Claude MATHIEU



Date: 25.11.2005

SARA RÜEGG

Witness (print name)



Witness Signature