

ASSIGNMENT

WHEREAS, I/WE, (I) Kaj KLAUE, a citizen of Switzerland, and residing at Via Maraini 114, Savosa, Switzerland CH-6942; (II) Hans SWIPP, a citizen of Germany, and residing at Robert-Dietz-Strasse 10, Dresden, Germany 01326; (iii) Patrick CRONIER, a citizen of France, and residing at 44 Rue des champs St. Martin, Angers, France

F-49000; (iv) and Andrew K. SANDS, a citizen of the United States, and residing at P.O. Box 7136, Amagansett, New York 11930-7136, ASSIGNOR(S), am/are the inventor(s) of the invention described, disclosed and/or claimed in DEVICE FOR TEMPORARILY SPLINTING TOES for which I/we filed an international patent application No. PCT/CH2003/000236 filed on April 10, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/245,703 and filed on October 6, 2005, and which is identified as Jones Day Docket Number 8932-1143-999. (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: 25.11.2005 
Kaj KLAUE

Date: 25.11.2005 
Manuela Scossa
Witness (print name) Witness Signature

Date: _____

Hans ZWIPP

Date: _____

Witness (print name)

Witness Signature

Date: _____

Patrick CRONIER

Date: _____

Witness (print name)

Witness Signature

Date: _____

Andrew K. SANDS

Date: _____

Witness (print name)

Witness Signature

ASSIGNMENT

WHEREAS, I/WE, (i) Kaj KLAUE, a citizen of Switzerland, and residing at Via Maraini 114, Savosa, Switzerland CH-6942; (ii) Hans SWIPP, a citizen of Germany, and residing at Robert-Diez-Strasse 10, Dresden, Germany 01326; (iii) Patrick CRONIER, a citizen of France, and residing at 44 Rue des champs St. Martin, Angers, France

F-49000; (iv) and Andrew K. SANDS, a citizen of the United States, and residing at P.O. Box 7136, Amagansett, New York 11930-7136, ASSIGNOR(S), am/are the inventor(s) of the invention described, disclosed and/or claimed in DEVICE FOR TEMPORARILY SPLINTING TOES for which I/we filed an international patent application No. PCT/CH2003/000236 filed on April 10, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/245,703 and filed on October 6, 2005, and which is identified as Jones Day Docket Number 8932-1143-999. (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: _____

Kaj KLAUE

Date: _____

Witness (print name)

Witness Signature

Date: 28.11.05

Dr. Hans Zwipp
Hans ZWIPP

Date: 28.11.05

Claudia von Fink [Signature]
Witness (print name) Witness Signature

Date: _____

Patrick CRONIER

Date: _____

Witness (print name) Witness Signature

Date: _____

Andrew K. SANDS

Date: _____

Witness (print name) Witness Signature

ASSIGNMENT

WHEREAS, I/WE, (i) Kaj KLAUE, a citizen of Switzerland, and residing at Via Maraini 114, Savosa, Switzerland CH-6942; (ii) Hans SWIPP, a citizen of Germany, and residing at Robert-Diez-Strasse 10, Dresden, Germany 01326; (iii) Patrick CRONIER, a citizen of France, and residing at 44 Rue des champs St. Martin, Angers, France

F-49000; (iv) and Andrew K. SANDS, a citizen of the United States, and residing at P.O. Box 7136, Amagansett, New York 11930-7136, ASSIGNOR(S), am/are the inventor(s) of the invention described, disclosed and/or claimed in DEVICE FOR TEMPORARILY SPLINTING TOES for which I/we filed an international patent application No. PCT/CH2003/000236 filed on April 10, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/245,703 and filed on October 6, 2005, and which is identified as Jones Day Docket Number 8932-1143-999. (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: _____

Kaj KLAUE

Date: _____

Witness (print name)

Witness Signature

Date: _____

Hans ZWIPP

Date: _____

Witness (print name)

Witness Signature

Date: 17. 1. 2006


Patrick CRONIER

Date: 20 01 06

Bright Forest
Witness (print name)


Witness Signature

Date: _____

Andrew K. SANDS

Date: _____

Witness (print name)

Witness Signature

ASSIGNMENT

WHEREAS, I/WE, (i) Kaj KLAUE, a citizen of Switzerland, and residing at Via Maraini 114, Savosa, Switzerland CH-6942; (ii) Hans SWIFF, a citizen of Germany, and residing at Robert-Diez-Strasse 10, Dresden, Germany 01326; (iii) Patrick CRONIER, a citizen of France, and residing at 44 Rue des champs St. Martin, Angers, France

F-49000; (iv) and Andrew K. SANDS, a citizen of the United States, and residing at P.O. Box 7136, Amagansett, New York 11930-7136, ASSIGNOR(S), am/are the inventor(s) of the invention described, disclosed and/or claimed in DEVICE FOR TEMPORARILY SPLINTING TOES for which I/we filed an international patent application No. PCT/CH2003/000236 filed on April 10, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/245,703 and filed on October 6, 2005, and which is identified as Jones Day Docket Number 8932-1143-999. (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: _____

Kaj KLAUE

Date: _____

Witness (print name)

Witness Signature

Date: _____

Hans ZWIPP

Date: _____

Witness (print name)

Witness Signature

Date: _____

Patrick CRONIER

Date: _____

Witness (print name)

Witness Signature

Date: 12/28/05

Andrew K. SANDS
Andrew K. SANDS

Date: 12/28/05

Andrew Lucas
Witness (print name) Andrew Lucas
Witness Signature