

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stephan Hartmann	03/08/2006
Armin Studer	03/08/2006
RECEIVING PARTY DATA	
Name:	Synthes GmbH
Street Address:	Eimattstrasse 3
City:	Oberdorf
State/Country:	SWITZERLAND
Postal Code:	CH-4436
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11393567
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Correspondent Name:	Susan Miller
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ATTORNEY DOCKET NUMBER:	8932-1242-999
NAME OF SUBMITTER:	Brian M. Rothery
Total Attachments: 2 source=DOC066#page1.tif source=DOC066#page2.tif	

CH \$40.00 11393567

ASSIGNMENT

WHEREAS, WE, HARTMANN Stephan, STUDER Armin, ASSIGNORS, citizens of Switzerland, Switzerland, residing at Poststrasse 2, CH-4500 Solothurn, Switzerland, Stöcklimattstrasse 15, CH-4513 Langendorf, Switzerland, are the inventors of the invention(s) disclosed, described and/or claimed in DEVICE FOR ELASTICALLY STABILISING VERTEBRAL BODIES for which we have filed international patent application No. PCT/CH03/000647 filed on September 29, 2003 (hereinafter "the Invention") and for which we have executed an application for a Patent of the United States having application number 11/393,567 and filed on March 29, 2006, and identified as Jones Day Docket No. 8932-1242-999. (We hereby authorize and request the attorney(s), the practitioners at Customer No. 51832, at Jones Day to insert here the Jones Day Docket Number, the filing date, and application number of said application when known.)

AND WHEREAS, SYNTHES GmbH, ASSIGNEE, Eimattstrasse 3, 4436 Oberdorf, Switzerland is desirous of obtaining our entire right, title and interest in, to and under all the said invention(s) as described, disclosed and/or claimed in the above-identified application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said Invention, 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, together with the right to file such applications and the right to claim for the same the priority rights derived from said application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States 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 and all extensions, renewals and reissues thereof; including all applications for industrial property, 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 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 ASSIGNEE, its 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 ASSIGNEE, its 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 ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all countries.

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

Date: 8.3, 2006 (inventor name) HARTMANN Stephan L.S.
WITNESS:
Date: 8.3, 2006 Signature STUDER URS Printed Name

Date: \_\_\_\_\_, 200\_\_ (inventor name) STUDER Armin L.S.

WITNESS:

Date: \_\_\_\_\_, 200\_\_ Signature

Printed Name

ASSIGNMENT

WHEREAS, WE, HARTMANN Stephan, STUDER Armin, ASSIGNORS, citizens of Switzerland, Switzerland, residing at Poststrasse 2, CH-4500 Solothurn, Switzerland, Stöcklimattstrasse 15, CH-4513 Langendorf, Switzerland, are the inventors of the invention(s) disclosed, described and/or claimed in DEVICE FOR ELASTICALLY STABILISING VERTEBRAL BODIES for which we have filed international patent application No. PCT/CH03/000647 filed on September 29, 2003 (hereinafter "the Invention") and for which we have executed an application for a Patent of the United States having application number 11/393,567 and filed on March 29, 2006, and identified as Jones Day Docket No. 8932-1242-999. (We hereby authorize and request the attorney(s), the practitioners at Customer No. 51832, at Jones Day to insert here the Jones Day Docket Number, the filing date, and application number of said application when known.)

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

Date: \_\_\_\_\_, 200\_\_  
(inventor name) HARTMANN Stephan L.S.

WITNESS:

Date: \_\_\_\_\_, 200\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date: 25.3.06, 200\_\_  
A. Studer  
(inventor name) STUDER Armin L.S.

WITNESS:

Date: 25.3.06, 200\_\_  
M. Studer  
Signature \_\_\_\_\_  
M. Studer  
Printed Name \_\_\_\_\_