

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mathys Medizinaltechnik AG	05/12/2006
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:	10532908
CORRESPONDENCE DATA	
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Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	8932-1175-999
NAME OF SUBMITTER:	Brian M. Rothery
Total Attachments: 3 source=DOC067#page1.tif source=DOC067#page2.tif source=DOC067#page3.tif	

CH \$40.00 10532908

## ASSIGNMENT

WHEREAS, **Mathys Medizinaltechnik AG**, ASSIGNOR, having a place of business at Güterstrasse 5, CH-2544 Bettlach, Switzerland, has all right, title and interest in United States Patent Application Serial No. **10/532,908**, which was filed with the United States Patent and Trademark Office on **April 27, 2005**, entitled **INTERVERTEBRAL DISK PROSTHESIS OR ARTIFICIAL VERTEBRA**, accorded Jones Day docket No. **8932-1175-999** and all the inventions disclosed, described and claimed therein (hereinafter "the Invention");

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, 4436 Oberdorf, Switzerland, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any;

AND WHEREAS, ASSIGNOR, is desirous of assigning the entire right, title and interest to the Invention in the Territory, including the right to bring an action and recover damages for past infringement, if any;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR'S rights, title and interest in the Invention in the Territory including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding United States patent applications and all divisionals, renewals and continuations thereof; and all Patents in the Territory which may be granted thereon and all reissues and extensions thereof; 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 the Territory, and all extensions, renewals and reissues thereof;

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue 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 the Territory.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

**ASSIGNOR:** Mathys Medizinaltechnik AG

Robert M. Rauker Authorized to sign on behalf of Mathys Medizinaltechnik AG

Signature:

Robert M Rauker

Position/Title:

Chief Patent Counsel

Address:

1302 Wrights Lane East

West Chester, Pennsylvania 19380

Date:

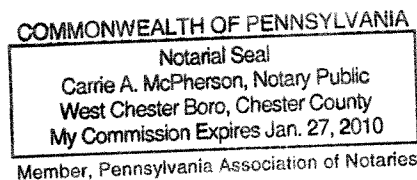
May 12, 2006

~~State of Commonwealth~~  
of PA ) SS.:  
County of Chester )

On May 12, 2006, before me, Carrie A. McPherson, Notary Public, personally appeared Robert M. Rauker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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

Carrie A. McPherson



ASSIGNEE: Synthes GmbH

Robert M. Rauker Authorized to sign on behalf of Synthes GmbH

Signature:

Robert M Rauker

Position/Title:

Chief Patent Counsel

Address:

1302 Wrights Lane East

West Chester, Pennsylvania 19380

Date:

May 12, 2006

~~State of~~ Commonwealth of PA )  
County of Chester ) SS.:

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WITNESS my hand and official seal

Carrie A. McPherson

