

3-3-06

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Attorney Docket No.:  
8932-1076-999

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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Synthes AG CHUR  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Synthes (USA)</u> Address: <u>1302 Wrights Lane East</u> <u>West Chester, PA</u>  Country (if other than USA): _____ Zip Code: 19380  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment                      Merger  Security Agreement                      Change of Name  Other  Execution Date: <u>January 31, 2006</u>	

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) <u>10/529,139</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed:  JONES DAY 222 East 41st Street New York, New York 10017	6. Number of applications and patents involved: <u>1</u>
	7. Total fee (37 CFR 3.41):.....\$ 40 Please charge to the deposit account listed in Section 8.
	8. Deposit account number: <u>50-3013</u>

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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.*

Brian M. Rothery Name of Person Signing	35,340 Reg. No.	 Signature	<u>3/3/06</u> Date
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Total number of pages including cover sheet: 5

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03/07/2006 DBYRNE 00000219 503013 10529139  
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NYJD: 1614277.1

PATENT  
 REEL: 017639 FRAME: 0224

## ASSIGNMENT

WHEREAS, Synthes AG Chur, ASSIGNOR, having a place of business at Grabenstrasse 15, CH-7002 Chur, Switzerland, has all right, title and interest in International Patent Application Serial No. PCT/CH02/00538, which was filed on September 27, 2002, entitled INTRAMEDULLARY NAIL, and all the inventions disclosed, described and claimed therein (hereinafter "the Invention");

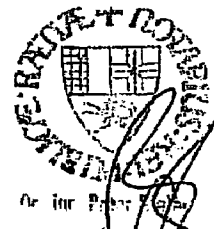
AND WHEREAS, Synthes (USA), ASSIGNEE, a Partnership organized under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its 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 divisions, 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.



PATENT

REEL: 017639 FRAME: 0225

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: Synthes AG Chur

Urs G. Jann Authorized to sign on behalf of Synthes AG Chur

Signature: x *U. Jann*

Position/Title: Financial director

Address: In den Bäumen 2

Date: CH-7260 Davos-Dorf  
31<sup>st</sup> January 2006

Christoph M. Nötzli Authorized to sign on behalf of Synthes AG Chur

Signature: x *C. Nötzli*

Position/Title: Patent Council

Address: Scalettastrasse 10

Date: CH-7270 Davos-Platz  
31<sup>st</sup> January 2006

On 31<sup>st</sup> January 2006, before me, Dr. iur. Peter Bieler, personally appeared Mr. Urs G. Jann and Mr. C. Nötzli, 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

*[Signature]*



Dr. iur. Peter Bieler  
Rechtsanwalt und Notar  
Promenade 77  
7270 Davos Platz

Dr. iur. Peter Bieler

CH-7270 Davos-Platz  
31<sup>st</sup> January 2006

ASSIGNEE: Synthes (USA)

Robert M. Rauker Authorized to sign on behalf of Synthes (USA)

Signature: Robert M Rauker

Position/Title: Chief Patent Counsel

Address: 1302 Wrights Lane East

West Chester, Pennsylvania 19380

Date: February 7, 2006

On February 7, 2006, before me, Joanna Franklin Range 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

Joanna Franklin Range

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Joanna Franklin Range, Notary Public  
West Goshen Twp., Chester County  
My Commission Expires Aug. 18, 2008  
Member, Pennsylvania Association of Notaries

# Amtliche Beglaubigung

Die Echtheit der vorstehend angebrachten beiden Unterschriften der sich gehörig ausweisenden und dem Notar persönlich bekannten

**Herrn Urs G. Jann**, von Rebstein/SG, geboren am 6. Mai 1943, Direktor Finanzen & Administration der AO-ASIF Foundation (mit Einzelzeichnungsberechtigung), Clavadelerstrasse, 7270 Davos Platz, wohnhaft in 7260 Davos Dorf, In den Büelen 2, und von

**Herrn Christoph Martin Nötzli**, Bürger von Freienbach SZ, geboren am 02.04.1962, verheiratet, wohnhaft in 7270 Davos Platz, Scalettastrasse 10,

als von diesem selbst geschrieben, beglaubigt:

Davos Platz, den einunddreissigsten Januar zweitausendundsechs  
Davos Platz, den 31. Januar 2006

Reg. A / 2006 / Nr. 1177

Der Notar:

