# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Synthes (USA)	06/23/2006

### **RECEIVING PARTY DATA**

Name:	HFSC Company	
Street Address:	1302 Wrights Lane East	
City:	West Chester	
State/Country:	PENNSYLVANIA	
Postal Code:	19380	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10508024

## **CORRESPONDENCE DATA**

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 326-3738

Email: samiller@jonesday.com

Correspondent Name: Susan A. Miller Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017-6702

ATTORNEY DOCKET NUMBER: 8932-1172-999

NAME OF SUBMITTER: Brian M. Rothery

**Total Attachments: 3** 

500124389

source=8932-1172-999#page1.tif source=8932-1172-999#page2.tif source=8932-1172-999#page3.tif

**REEL: 017912 FRAME: 0274** 

**PATENT** 

#### ASSIGNMENT

WHEREAS, Synthes (USA), ASSIGNOR, 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, has all right, title and interest in United States Patent Application Ser. No. 10/508,024, which was filed with the United States Patent and Trademark Office on November 12, 2004, entitled SURGICAL IMPLANT, accorded Jones Day Docket No. 8932-1172-999, and all inventions disclosed, described and claimed therein ("the Invention") in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory");

AND WHEREAS, **HFSC Company**, 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 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 patent applications and all divisions, renewals and continuations thereof, and all Patents 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 ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in the Territory.

Assignment 6 NYJD-1627033v1

PATENT REEL: 017912 FRAME: 0275 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 (USA)
Robert M. Rauker	Authorized to sign on behalf of Synthes (USA)
Signature:	Robert M. Rauber
Position/Title:	Chief Patent Counsel
Address:	1302 Wrights Lane East
	West Chester, Pennsylvania 19380
Date:	June 23, 2006
Commonwealth of Penns	
County of Chester	) SS.:

On <u>Sone a3. 2006</u>, before me, <u>Carrie A. McPherson</u>, Notary Public, personally appeared <u>Robert M. Rauker</u>, 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

anie A. McPhergos

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Carrie A. McPherson, Notary Public West Chester Boro, Chester County My Commission Expires Jan. 27, 2010

Member, Pennsylvania Association of Notaries

ASSIGNEE:

**HFSC Company** 

Robert	Μ,	Rauker	

Authorized to sign on behalf of HFSC Company

Signature:

Position/Title:

Chief Patent Counsel

Address:

1302 Wrights Lane East

West Chester, Pennsylvania 19380

Date:

Commonwealth of Pennsylvania

) SS.:

County of Chester

On Some 33. 2000, before me, orie A. McPhe 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

auie A. McPhegan

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carrie A. McPherson, Notary Public West Chester Boro, Chester County My Commission Expires Jan. 27, 2010

Member, Pennsylvania Association of Notaries

NYJD-1627033v1

**RECORDED: 07/11/2006** 

- 3 -

PATENT

REEL: 017912 FRAME: 0277