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Attorney Docket Number
8932-1147-999

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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

André Schlienger, Markus Buettler and Peter Senn

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Synthes (USA)

Address: 1302 Wrights Lane East
West Chester, PA

Country (if other than USA):

Zip Code: 19380

3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other

Execution Date: February 21, 2006, February 21, 2006 and February 20, 2006,
respectivelyAdditional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 11/299,337

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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:

1

7. Total fee (37 CFR 3.41):.....\$40.00
Please charge to the deposit account listed in Section 8.

8. Deposit account number:

50-3013

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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

35,340

Name of Person Signing

Reg. No.

Signature

June 7, 2006

Date

Total number of pages including cover sheet:

7

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ASSIGNMENT

WHEREAS, WE, Andre SCHLIENGER, Markus BUETTLER, and Peter SENN, ASSIGNOR(S), citizen(s) of Switzerland and, residing at Austrasse 21, Arlesheim Switzerland CH-4142; Im Rank 199, Mumliswil Switzerland CH-4717; and Burgmattstrasse 18, Waldenburg Switzerland CH-4437, are the inventors of the invention described, disclosed and/or claimed in SURGICAL NAIL for which I/we filed an international patent application No. PCT/CH03/00376 on June 12, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/299,337, filed on December 9, 2005, and which is identified as Jones Day Docket Number 8932-1147-999.

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: 21/02/06

x Schlienger Andre
Andre SCHLIENGER

Date: 21.02.2006

Jerome Assal x Jerome Assal
Witness (print name) Witness Signature

Date: _____

X _____
Markus BUETTLER

Date: _____

Witness (print name)

X _____
Witness Signature

Date: _____

X _____
Peter SENN

Date: _____

Witness (print name)

X _____
Witness Signature

ASSIGNMENT

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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;

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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.

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Date: _____

X

Andre SCHLIENGER

Date: _____

X

Witness (print name)

Witness Signature

Date: 21.02.2006

X 
Markus BUETTLER

Date: 22.02.2006

YANG ROSANNA X 
Witness (print name) Witness Signature

Date: _____

X _____
Peter SENN

Date: _____

Witness (print name)

X _____
Witness Signature

ASSIGNMENT

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Date: _____

X

Andre SCHLIENGER

Date: _____

Witness (print name)

X

Witness Signature

Date: _____

X _____
Markus BUETTLER

Date: _____

Witness (print name)

X _____
Witness Signature

Date: 2.20.2006

X _____
Peter SENN

Date: 2.20.2006

ROLF NIEDERHAUSER Rolf Niederhausen
Witness (print name) Witness Signature