

07-06-2006

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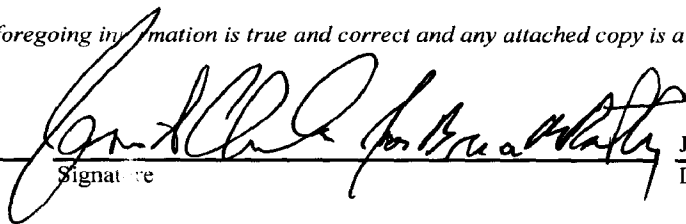
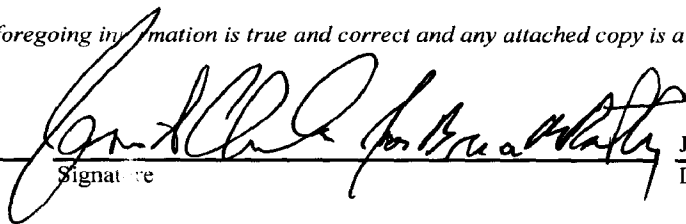
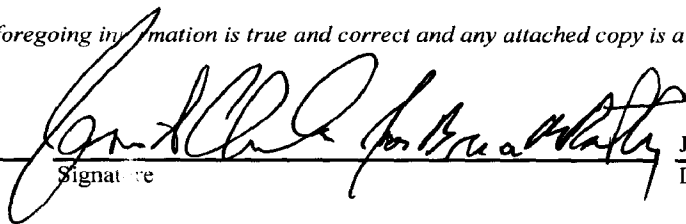
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Attorney Docket Number
8932-1145-999
(232200-999289)

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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Synthes GmbH 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: May 22, 2006											
4. Application number(s) or patent number(s): <u>11/299,117</u> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: <u>1</u> 7. Total fee (37 CFR 3.41):.....\$ <u>40</u> (per application) Please charge to the deposit account listed in Section 8. 8. Deposit account number: <u>50-3013</u>									
DO NOT USE THIS SPACE											
9. Statement and signature. <i>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.</i> <table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"> Jason S. Charkow for Brian M. Rothery </td> <td style="width: 10%;"> 46,418 35,340 </td> <td style="width: 40%; text-align: center;">  </td> <td style="width: 25%; text-align: right;"> June 30, 2006 </td> </tr> <tr> <td> Name of Person Signing </td> <td> Reg. No. </td> <td> Signature </td> <td> Date </td> </tr> </table>				Jason S. Charkow for Brian M. Rothery	46,418 35,340		June 30, 2006	Name of Person Signing	Reg. No.	Signature	Date
Jason S. Charkow for Brian M. Rothery	46,418 35,340		June 30, 2006								
Name of Person Signing	Reg. No.	Signature	Date								
Total number of pages including cover sheet:			4								

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07/05/2006 MJANA1 00000061 503013 11299117

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(40.00 DA)

ASSIGNMENT

WHEREAS, Synthes GmbH, ASSIGNOR, having a place of business at Eimattstrasse 3, 4436 Oberdorf, Switzerland, has all right, title and interest in United States Patent Application Serial No. 11/299,117, which was filed with the United States Patent and Trademark Office on December 8, 2005 entitled BONE CLAMP 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.

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 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 22, 2006

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

On May 22, 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

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:

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

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WITNESS my hand and official seal

Carrie A. McPherson

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carrie A. McPherson, Notary Public
West Chester Boro, Chester County
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