

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SYNTHES GmbH		06/22/2006
RECEIVING PARTY DATA		
Name:	SYNTHES (USA)	
Street Address:	1302 Wrights Lane East	
City:	West Chester	
State/Country:	PENNSYLVANIA	
Postal Code:	19380	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11213041	
CORRESPONDENCE DATA		
Fax Number:	(212)755-7306	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123263988	
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Correspondent Name:	Geneveve G. Cuaycong	
Address Line 1:	Jones Day, 222 East 41st Street	
Address Line 4:	New York, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	8932-1110-999	
NAME OF SUBMITTER:	Brian M. Rothery	
Total Attachments: 3 source=DOC383#page1.tif source=DOC383#page2.tif source=DOC383#page3.tif		

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PATENT
REEL: 018056 FRAME: 0166

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. 11/213,041, which was filed with the United States Patent and Trademark Office on August 25, 2005 entitled METHODS OF SPINAL FIXATION AND INSTRUMENTATION 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:

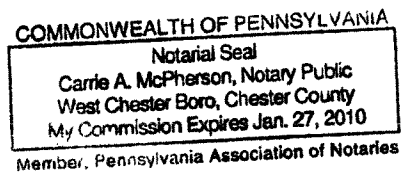
June 22, 2006

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

On June 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



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:

June 22, 2006

~~State of Commonwealth~~
of PA)

SS.:

County of Chester)

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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
My Commission Expires Jan. 27, 2010

Member, Pennsylvania Association of Notaries