

8-25-06

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Attorney Docket Number  
8932-1234-999

Director **08-30-2006**  
  
Please rec **103299289** of.

1. Name of conveying party(ies):  
Andre Schlienger, Markus Buttler 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 19380  
Country (if other than USA): Zip Code: 19380  
Additional name(s) & address(es) attached?  Yes  No

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: August 3, 2006, August 21, 2006 and August 14, 2006, respectively

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) 11/450,922 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

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS  
FINANCE SECTION  
AUG 25 2006 52

DO NOT USE THIS SPACE

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.*  
**THOMAS P. SCULLY REG. No. 45,086**  
FOR **BRIAN M. ROTHERY**  
Brian M. Rothery 35,340 August 25, 2006  
Name of Person Signing Reg. No. Signature Date  
Total number of pages including cover sheet: 5

Mail documents to be recorded with required cover sheet information to:

08/29/2006 MJAMA1 0000053 503013 11/30/06  
Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
Or fax documents to Fax No.: 571-273-0140  
01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS, WE, André SCHLIENGER, Markus BÜTTLER, and Peter SENN, citizen(s) of Switzerland and residing at Austrasse 21, Arlesheim Switzerland CH-4144; Hirsckerstrasse 14, Oensingen Switzerland CH-4702; and Burgmattstrasse 18, Waldenburg Switzerland CH-4437, respectively, ASSIGNOR(S), are the inventors of the invention described, disclosed and/or claimed in INTRAMEDULLARY NAIL for which I/we filed an international patent application No. PCT/CH2003/000834 on December 19, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/450,922, filed on June 9, 2006, and which is identified as Jones Day Docket Number 8932-1234-999.

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: 03/08/06

x André Schlienger  
André SCHLIENGER

Date: 03/08/06

Simon Stucki x [Signature]  
Witness (print name) Witness Signature

Date: 21.8.2002

X Markus  
**Markus BÜTTLER**

Date: 21.8.2006

ANDREAS WAGNER X Andreas  
Witness (print name) Witness Signature

Date: \_\_\_\_\_

X \_\_\_\_\_  
**Peter SENN**

Date: \_\_\_\_\_

\_\_\_\_\_ X \_\_\_\_\_  
Witness (print name) Witness Signature

ASSIGNMENT

WHEREAS, WE, André SCHLIENGER, Markus BÜTTLER, and Peter SENN, citizen(s) of Switzerland and residing at Austrasse 21, Arlesheim Switzerland CH-4144; Hirsckerstrasse 14, Oensingen Switzerland CH-4702; and Burgmattstrasse 18, Waldenburg Switzerland CH-4437, respectively, ASSIGNOR(S), are the inventors of the invention described, disclosed and/or claimed in INTRAMEDULLARY NAIL for which I/we filed an international patent application No. PCT/CH2003/000834 on December 19, 2003 (hereinafter "the Invention") and for which I/we have executed an application for a Patent of the United States having application number 11/450,922, filed on June 9, 2006, and which is identified as Jones Day Docket Number 8932-1234-999.

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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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Date: \_\_\_\_\_ X \_\_\_\_\_  
André SCHLIENGER

Date: \_\_\_\_\_ X \_\_\_\_\_  
Witness (print name) Witness Signature

Date: \_\_\_\_\_

X  
\_\_\_\_\_  
**Markus BÜTTLER**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness (print name) X \_\_\_\_\_  
Witness Signature

Date: 14. 8. 06

X Peter Senn  
\_\_\_\_\_  
**Peter SENN**

Date: 14. 8. 06

Rolf Niederhäuser J. Niedm  
\_\_\_\_\_  
Witness (print name) Witness Signature