

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas R KEYER	04/15/2004
Roger BERGER	10/25/2004
Douglas S KEPHART	10/11/2004
Martin WALTHER	12/18/2004
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:	10683000
CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2123263988
Email:	gcuaycong@jonesday.com
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:	8932-764-999
NAME OF SUBMITTER:	Brian M. Rothery
Total Attachments: 8 source=DOC007#page1.tif	

CH \$40.00 10683000

500155799

PATENT
REEL: 018298 FRAME: 0032

source=DOC007#page2.tif
source=DOC007#page3.tif
source=DOC007#page4.tif
source=DOC007#page5.tif
source=DOC007#page6.tif
source=DOC007#page7.tif
source=DOC007#page8.tif

ASSIGNMENT

WHEREAS, We, Thomas R. Keyer, citizen of USA, residing at 338 Cashel Court, Aston, Pennsylvania, 19014, USA; Roger Berger, Citizen of Switzerland, residing at St. Tanteleone Strasse 20, 4413 Buren, Switzerland; Douglas S. Kephart, citizen of USA, residing at 1098 Smithbridge Road, Glen Mills, Pennsylvania 19342, USA; and Martin Walther, citizen of Switzerland, residing at 153, Rue de General de Segur, F-77810, Thomery, France; are the inventors of the invention SURGICAL DRILL GUIDE for which we have executed an application for a Patent of the United States

- ☐ which is executed concurrently herewith,
- ☒ which was filed on October 14, 2003, and has been assigned Ser. No. 10/683,000
- ☒ which is identified by Pennie & Edmonds LLP docket no. 8932-764-999

AND WHEREAS, SYNTHES U.S.A., ASSIGNEE a general partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, 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;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, 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 ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to 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 ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, WE hereunto set our hands and seals the day and year s pposite our signatures.

Date 4/15/04, 2004 Thomas R. Keyer L.S.
Thomas R. KEYER

State of Pennsylvania
County of Chester) SS.:
)

On April 15, 2004, before me, Katherine C. Orse, Notary Public, personally appeared **Thomas R. KEYER**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Notarial Seal
Katherine C. Orse, Notary Public
East Goshen Twp., Chester County
My Commission Expires June 25, 2006
Member, Pennsylvania Association Of Notaries

Date _____, 2004 _____ L.S.
Roger BERGER

State of _____)
County of _____) SS.:
)

On _____, 2004, before me, _____, Notary Public, personally appeared **Roger BERGER**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Date _____, 2004 _____ L.S.
Douglas S. KEPHART

State of _____)
County of _____) SS.:
)

On _____, 2004, before me, _____, Notary Public, personally appeared **Douglas S. KEPHART**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

ASSIGNMENT

WHEREAS, We, **Thomas R. Keyer**, citizen of USA, residing at 338 Cashel Court, Aston, Pennsylvania, 19014, USA; **Roger Berger**, Citizen of Switzerland, residing at St. Tanteleone Strasse 20, 4413 Buren, Switzerland; **Douglas S. Kephart**, citizen of USA, residing at 1098 Smithbridge Road, Glen Mills, Pennsylvania 19342, USA; and **Martin Walther**, citizen of Switzerland, residing at 153, Rue de General de Segur, F-77810, Thomery, France; are the inventors of the invention **SURGICAL DRILL GUIDE** for which we have executed an application for a Patent of the United States

- ☐ which is executed concurrently herewith,
- ☒ which was filed on October 14, 2003, and has been assigned Ser. No. 10/683,000
- ☒ which is identified by Pennie & Edmonds LLP docket no. 8932-764-999

AND WHEREAS, **SYNTHES U.S.A.**, ASSIGNEE a general partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, 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;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, 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 ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to 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 ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, _____ hereunto set our hands and seals the day and year _____ opposite our signatures.

Date _____, 2004 _____ L.S.


Thomas R. KEYER

State of _____)
) SS.:
County of _____)

On _____, 2004, before me, _____, Notary Public, personally appeared **Thomas R. KEYER**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

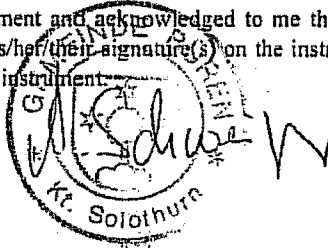
Date 10/25 /, 2004 _____ L.S.


Roger BERGER

State of _____)
) SS.:
County of _____)

On 10-25, 2004, before me, Schweizer Anita, Notary Public, personally appeared **Roger BERGER**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.



Date _____, 2004 _____ L.S.

Douglas S. KEPHART

State of _____)
) SS.:
County of _____)

On _____, 2004, before me, _____, Notary Public, personally appeared **Douglas S. KEPHART**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

ASSIGNMENT

WHEREAS, We, Thomas R. Keyer, citizen of USA, residing at 338 Cashel Court, Aston, Pennsylvania, 19014, USA; Roger Berger, Citizen of Switzerland, residing at St. Tanteleone Strasse 20, 4413 Buren, Switzerland; Douglas S. Kephart, citizen of USA, residing at 1098 Smithbridge Road, Glen Mills, Pennsylvania 19342, USA; and Martin Walther, citizen of Switzerland, residing at 153, Rue de General de Segur, F-77810, Thomery, France; are the inventors of the invention **SURGICAL DRILL GUIDE** for which we have executed an application for a Patent of the United States

- ☐ which is executed concurrently herewith,
- ☒ which was filed on October 14, 2003, and has been assigned Ser. No. 10/683,000
- ☒ which is identified by Pennie & Edmonds LLP docket no. 8932-764-999

AND WHEREAS, **SYNTHES U.S.A.**, ASSIGNEE a general partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, 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;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, 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 ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to 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 ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, WE hereunto set our hands and seals the day and year set opposite our signatures.

Date _____, 2004 _____ L.S.

Thomas R. KEYER

State of _____)
) SS.:
County of _____)

On _____, 2004, before me, _____, Notary Public, personally appeared **Thomas R. KEYER**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Date _____, 2004 _____ L.S.


Roger BERGER

State of _____)
) SS.:
County of _____)

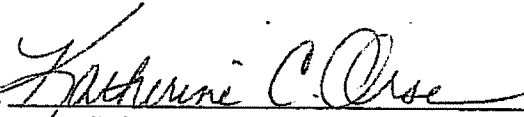
On _____, 2004, before me, _____, Notary Public, personally appeared **Roger BERGER**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

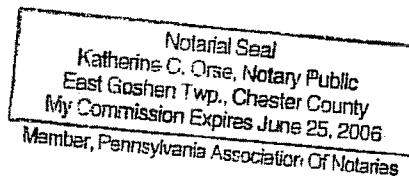
Date 10/11, 2004 _____ L.S.


Douglas S. KEPHART

State of Pennsylvania)
) SS.:
County of Chester)

On October 11, 2004, before me, , Notary Public, personally appeared **Douglas S. KEPHART**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.



NYJD: 1517631.1

PATENT
REEL: 018298 FRAME: 0039

WHEREAS, We, Thomas R. Keyer, citizen of USA, residing at 338 Cashel Court, Aston, Pennsylvania, 19014, USA; Roger Berger, Citizen of Switzerland, residing at St. Tanteleone Strasse 20, 4413 Buren, Switzerland; Douglas S. Kephart, citizen of USA, residing at 1098 Smithbridge Road, Glen Mills, Pennsylvania 19342, USA; and Martin Walther, citizen of Switzerland, residing at 153, Rue de General de Segur, F-77810, Thomery, France; are the inventors of the invention **SURGICAL DRILL GUIDE** for which we have executed an application for a Patent of the United States

- ☒ which was filed on October 14, 2003, and has been assigned Ser. No. 10/683,000
- ☒ which is identified by Pennie & Edmonds LLP docket no. 8932-764-999

AND WHEREAS, **SYNTHEX U.S.A.**, ASSIGNEE a general partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, 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;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, 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 ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to 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 ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Date

THOMAS R. KEYER

Date

Witness (print name)

Witness Signature

Date

ROGER BERGER

Date

Witness (print name)

Witness Signature

Date

DOUGLAS S. KEPHART

Date

Witness (print name)

Witness Signature

Dec 18, 2004
Date

Martin Walther
MARTIN WALTHER

Dec 18, 2004
Date

Rasha KTHOURI
Witness (print name)

R. Kthouri
Witness Signature

PATENT

RECORDED: 09/25/2006

REEL: 018298 FRAME: 0041