

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Thomas R KEYER</td> <td>06/29/2004</td> </tr> <tr> <td>Lawrence J BINDER Jr.</td> <td>03/15/1999</td> </tr> <tr> <td>Martin WALTHER</td> <td>04/14/2004</td> </tr> </tbody> </table>		Name	Execution Date	Thomas R KEYER	06/29/2004	Lawrence J BINDER Jr.	03/15/1999	Martin WALTHER	04/14/2004
Name	Execution Date								
Thomas R KEYER	06/29/2004								
Lawrence J BINDER Jr.	03/15/1999								
Martin WALTHER	04/14/2004								
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									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10822599</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10822599				
Property Type	Number								
Application Number:	10822599								
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:	8932-927-999								
NAME OF SUBMITTER:	Brian M. Rothery								

Total Attachments: 3
 source=DOC010#page1.tif
 source=DOC010#page2.tif

CH \$40.00 10822599

ASSIGNMENT

WHEREAS, WE, THOMAS R. KEYER, LARRY BINDER, AND MARTIN WALTHER, ASSIGNORS, citizens of the United States, United States, and Switzerland, respectively, residing at 338 Cashel Court, Aston, PA 19014; 2848 Creek Road, Langhorne, PA 19053; and 153, Rue de General De Segur, F-77810, Thomery France, respectively, are the inventors of the invention in Rod Persuader for which we have executed an application for a Patent of the United States

- which is executed on even date herewith or
- which is identified by Jones Day docket no. 8932-927-999
- which was filed on , Application No.
- We hereby authorize and request our attorney, Brian M. Rothery and Giuseppe Molaro, of Jones Day, 222 East 41st Street, New York, New York 10017, to insert here in parentheses (Application number, 10/822,599 filed 4/12/04) the filing date and application number of said application when known.

04

and WHEREAS, SYNTHES (U.S.A.), ASSIGNEE 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 herunto set our hands and seals the day and year set opposite our respective signatures.

Date June 29th, 2004 Thomas R. Keyer L.S.
 Thomas R. Keyer

Date _____, 2004 _____ L.S.
 Larry Binder

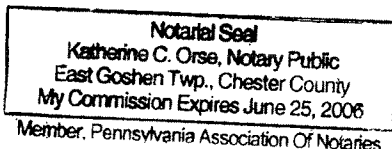
Date _____, 2004 _____ L.S.
 Martin Walther

State of Pennsylvania)
 County of Chester) SS.:

On June 29, 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

Katherine C. Orse





SYNTHES U.S.A.

EMPLOYEE INNOVATION AND NON-DISCLOSURE AGREEMENT

TO SYNTHES U.S.A.:

In consideration of my continued employment by SYNTHES and of the salary or wages paid to me and intending to be legally bound hereby, I agree:

(a) to disclose and assign to SYNTHES as its exclusive property, all inventions and technical or business innovations, including computer software developed or conceived by me solely or jointly with others on company time or on my own time during the period of my employment, (1) that are along the lines of the businesses, work or investigations of SYNTHES or its affiliates to which my employment relates, or as to which I may receive information due to my employment, or (2) that result from or are suggested by any work which I may do for SYNTHES or (3) that are otherwise made through the use of SYNTHES time, facilities or materials;

(b) to execute all necessary papers and otherwise provide proper assistance (at SYNTHES' expense), during and subsequent to my employment, to enable SYNTHES to obtain for itself or its nominees, patents, copyrights, or other legal protection for such inventions or innovations in any and all countries;

(c) to make and maintain for SYNTHES adequate and current written records of all such inventions or innovations as set forth in SYNTHES operating guidelines (PD020 Patent Applications);

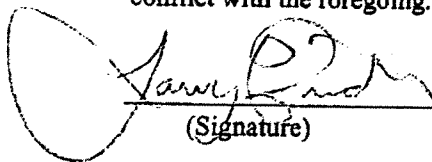
(d) upon any termination of my employment to deliver to SYNTHES promptly all items which belong to SYNTHES or which by their nature are for the use of SYNTHES employees only, including, without limitation, all written and other materials which are of a secret or confidential* nature relating to the business of the Company or its affiliates;

(e) not to use, publish or otherwise disclose (except as my SYNTHES duties may require) either during or subsequent to my employment, any secret or confidential information or data of SYNTHES or any information or data of others, such as, but not limited to, sales dollars or units, product technology or product development, project information, manufacturing methods or technology, reports or reporting systems, which SYNTHES is obligated to maintain in confidence; and

(f) not to disclose or utilize in my work with SYNTHES any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own which are not included within the scope of this agreement.

This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of SYNTHES. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. SYNTHES, wherever used in this agreement, includes SYNTHES U.S.A. , SYNTHES MAXILLOFACIAL, SYNTHES SPINE AND SYNTHES NORTH AMERICA.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.


(Signature)

Lawrence Binder Jr.
(Print Name)

3-15-99
(Date)

*These terms are used in the ordinary sense, without limitation. Examples of materials, information and data which may be of a secret or confidential nature are: writings, drawings, manuals, notebooks, reports, audio/video work, prototypes, models, inventions, formulas, processes, machines, compositions, computer software, microfiche, accounting methods, business plans and information systems including such materials, information and data which are in machine readable form or otherwise and any information gained through discussions and/or meetings.

ASSIGNMENT

WHEREAS, WE, THOMAS R. KEYER, LARRY BINDER, AND MARTIN WALTHER, ASSIGNORS, citizens of the United States, United States, and Switzerland, respectively, residing at 338 Cashel Court, Aston, PA 19014; 2848 Creek Road, Langhorne, PA 19053; and 153, Rue de General De Segur, F-77810, Thomery France, respectively, are the inventors of the invention in Rod Persuader for which we have executed an application for a Patent of the United States

<input type="checkbox"/>	which is executed on	<input type="checkbox"/>	even date herewith or	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	which is identified by Jones Day docket no. 8932-927-999				
<input type="checkbox"/>	which was filed on , Application No.				
<input checked="" type="checkbox"/>	We hereby authorize and request our attorneys, Brian M. Rothery and Giuseppe Molaro, of Jones Day, 222 East 41st Street, New York, New York 10017, to insert here in parentheses (Application number, _____ filed _____) the filing date and application number of said application when known. 10/822,599 4/12/2004				

and WHEREAS, SYNTHES (U.S.A.), ASSIGNEE 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 respective signatures.

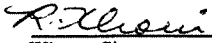
Date THOMAS KEYER

Date Witness (print name) Witness Signature

Date LARRY BINDER

Date Witness (print name) Witness Signature

April 14 2004
Date 
MARTIN WALTHER

April 14, 2004
Date Rasha KHOURI
Witness (print name) 
Witness Signature

NYJD: 1518683.1