

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Synthes GmbH		05/07/2007
RECEIVING PARTY DATA		
Name:	Synthes (U.S.A.)	
Street Address:	1302 Wrights Lane East	
City:	West Chester	
State/Country:	PENNSYLVANIA	
Postal Code:	19380	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11240785	
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	8932-1193-999	
NAME OF SUBMITTER:	Thomas P. Scully	
Total Attachments: 2		
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PATENT
REEL: 019472 FRAME: 0330

ASSIGNMENT

WHEREAS, Synthes GmbH, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in United States Patent Application No. 11/240,785, which was filed with the United States Patent and Trademark Office on September 23, 2005, entitled **COPLANAR X-RAY GUIDED AIMING ARM FOR LOCKING OF INTRAMEDULLARY NAILS**, and all the inventions disclosed, described and claimed therein (hereinafter "the Invention"), and which is identified by Jones Day Docket No. 8932-1193-999 (CAM No. 232200-999294).

AND WHEREAS, Synthes (U.S.A.), 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. (Assignor and Assignee hereby authorize and request the practitioners at Customer No. 51832, at Jones Day, to insert the Jones Day Docket Number, the filing date, and application number of this application when known.)

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 is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

ASSIGNOR: Synthes GmbH

Troy T. Svihl Authorized to sign on behalf of Synthes GmbH

Signature:

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East
West Chester, Pennsylvania 19380

Date:

7 May 2007

NY1-3987354v1

Commonwealth of Pennsylvania)
) SS:
County of Chester)

On May 7, 2007, before me, Carrie A. McPherson Notary Public, personally appeared Troy T. Svihl, 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 (U.S.A.)

Troy T. Svihl Authorized to sign on behalf of Synthes (U.S.A.)

Signature:

Position/Title: Patent Counsel

Address: 1302 Wrights Lane East
West Chester, Pennsylvania 19380

Date:

7 May 2007

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Carrie A. McPherson

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