

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Synthes GmbH	10/04/2007
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:	11839088
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ATTORNEY DOCKET NUMBER:	001227/1151
NAME OF SUBMITTER:	Giuseppe Molaro
Total Attachments: 3	
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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 PCT Application No. PCT/CH2005/000087, which was filed on February 16, 2005, as well as in all applications filed throughout the world claiming priority thereto, including, but not limited to United States Patent Application No. 11/839,088, which was filed with the United States Patent and Trademark Office on August 15, 2007, entitled **INTERVERTEBRAL IMPLANT**, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/1151, and Canadian Patent Application No. _____, which was filed with the Canadian Intellectual Property Office on August 16, 2007, entitled **INTERVERTEBRAL IMPLANT**, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/1152, and all inventions disclosed, described and/or claimed therein (hereinafter collectively "the Invention").

AND WHEREAS, **Synthes (U.S.A.)**, ASSIGNEE, a Pennsylvania General 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 authorizes and requests said ASSIGNEE, its' successors, legal representatives, or assigns to insert hereinafter when known the application number and filing date of any international, regional, or national application already filed or filed hereafter for the Invention.

Country: _____ Application No. _____ Filing Date: _____

AND ASSIGNOR authorizes and requests 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 ASSIGNEE, its' successors, legal representatives and assigns, in accordance with the terms of this instrument.

NOW, THEREFORE, ASSIGNEE shall obtain all said rights, title and interest in the Invention in the Territory.

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.

Synthes GmbH – Synthes (U.S.A.)

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