

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Synthes GmbH	07/09/2007
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:	11769273
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128066205
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Address Line 2:	Stroock & Stroock & Lavan LLP
Address Line 4:	New York, NEW YORK 10038-4982
ATTORNEY DOCKET NUMBER:	001227/1095
NAME OF SUBMITTER:	Brian M. Rothery
Total Attachments: 3 source=AssignmentToSynthesUSA#page1.tif source=AssignmentToSynthesUSA#page2.tif source=AssignmentToSynthesUSA#page3.tif	

CH \$40.00 11769273

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 Swiss Patent Application No. 2161/04 which was filed on December 28, 2004 and PCT Application No. PCT/CH05/000775, which was filed on December 28, 2005 and claimed priority thereto, as well as in all applications filed throughout the world claiming priority thereto including but not limited to United States Patent Application No. 11/769,273, which was filed with the United States Patent and Trademark Office on June 27, 2007, entitled **MODULAR INTERVERTEBRAL IMPLANT**, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/1095 (00301-07PUS1) and Canadian Patent Application No. CA _____, 001227/1096 (00301-07PCA1) which was filed with the Canadian Patent and Trademark Office on June 28, 2007, entitled **MODULAR INTERVERTEBRAL IMPLANT**, and all inventions disclosed, described and/or claimed therein (hereinafter collectively "the Invention").

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.

AND WE HEREBY grant to Lawrence Rosenthal, Steven B. Pokotilow, Matthew W. Siegal, Ian G. DiBernardo, Brian M. Rothery, David L. Schaeffer, Charles E. Cantine and Angie M. Hankins, attorneys with the firm of Stroock & Stroock & Lavan LLP, the right and full power of attorney to enter all further identifying information of the improvements and the application as may be deemed necessary or desirable for the recordation or perfection of this ASSIGNMENT.

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: [Handwritten Signature]
Position/Title: Patent Counsel
Address: Eimattstrasse 3, Oberdorf,
Switzerland CH-4436
Date: 9 July 2007

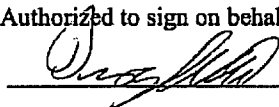
Commonwealth of Pennsylvania)
County of Chester) SS.:

On July 9, 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: 9 July 2007

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

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WITNESS my hand and official seal

