

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mathys Medizinaltechnik AG	12/07/2007
RECEIVING PARTY DATA	
Name:	Synthes GmbH
Street Address:	Eimattstrasse 3
City:	Oberdorf
State/Country:	SWITZERLAND
Postal Code:	CH-4436
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10553495
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-806-6205
Email:	tmead@stroock.com
Correspondent Name:	Brian M. Rothery
Address Line 1:	180 Maiden Lane
Address Line 2:	Stroock & Stroock & Lavan LLP
Address Line 4:	New York, NEW YORK 10038-4982
ATTORNEY DOCKET NUMBER:	001227/0032
NAME OF SUBMITTER:	Tariqa F. Mead
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

CH \$40.00 10553495

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PATENT
REEL: 020496 FRAME: 0875

ASSIGNMENT

WHEREAS, **Mathys Medizinaltechnik AG, ASSIGNOR**, a Swiss Company organized under the laws of Switzerland and having a place of business at Güterstrasse 5, Bettlach, Switzerland CH-2544, has all right, title and interest in PCT Application No. PCT/CH2003/000247, which was filed on April 14, 2003, as well as in all applications filed throughout the world claiming priority thereto, including, but not limited to, United States Patent Application No. 10/553,495, which was filed with the United States Patent and Trademark Office on July 25, 2006, entitled INTERVERTEBRAL IMPLANT, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/0032, and all inventions disclosed, described and/or claimed therein (hereinafter collectively "the Invention").

AND WHEREAS, **Synthes GmbH, ASSIGNEE**, a Swiss Company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, is desirous of obtaining any and all right, title and interest to the Invention, 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, including the right to bring an action and recover damages for past infringement, if any.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR has sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Invention, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the Invention in any country, together with the right to file such applications and the right to claim for the same the priority rights derived from the application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States 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 the Invention in any country and all extensions, renewals and reissues thereof; including all applications for industrial property, 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 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 _____

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.

ASSIGNOR covenants and agrees that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR further covenants and agrees that ASSIGNOR communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting the 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 the Invention in all countries.

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 signs his name on the date indicated below.

ASSIGNOR: Mathys Medizinaltechnik AG

David J. Klann Authorized to sign on behalf of Mathys Medizinaltechnik AG

Signature:

[Signature]

Position/Title:

Patent Counsel

Address:

Güterstrasse 5
CH-2544 Bettlach
Switzerland CH-2544

Date:

December 7, 2007

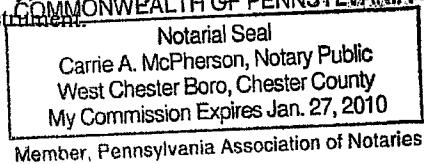
Commonwealth of Pennsylvania)

) SS:

County of Chester)

On December 7, 2007, before me, Carrie A. McPherson, Notary Public, personally appeared David J. Klann, 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



[Signature]

ASSIGNEE: Synthes GmbH

David J. Klann Authorized to sign on behalf of Synthes GmbH

Signature:

[Signature]

Position/Title:

Patent Counsel

Address:

Eimattstrasse 3
CH-4436 Oberdorf
Switzerland

Date:

December 7, 2007

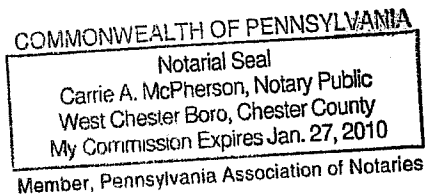
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WITNESS my hand and official seal



[Signature]