# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Synthes (U.S.A.)	01/18/2007

## **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:	10895217

## **CORRESPONDENCE DATA**

Fax Number: (215)568-3439

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Correspondent Name: Woodcock Washburn LLP

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ATTORNEY DOCKET NUMBER:	SYNT-0224

NAME OF SUBMITTER:

Ann Trevisani

Total Attachments: 3

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> PATENT REEL: 021296 FRAME: 0995

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#### ASSIGNMENT

WHEREAS, Synthes (U.S.A.), ASSIGNOR, 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, has all right, title and interest in United States Patent Application No. 10/895,217, which was filed with the United States Patent and Trademark Office on July 19, 2004, entitled BONE DISTRACTION APPARATUS and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Jones Day Attorney Docket No. 8932-911-999 (CAM No. 232203-999028);

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, 4436 Oberdorf, Switzerland CH-4436, is desirous of obtaining the entire right, title and interest to and under the Invention, including the right to bring an action and recover damages for past infringements, if any, in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Excluded Geographic Locations");

AND WHEREAS, ASSIGNOR, is desirous of assigning its entire right, title and interest to the Invention in all geographic locations except the Excluded Geographic Locations to the ASSIGNEE, 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 all geographic locations except the Excluded Geographic Locations including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding patent applications and all divisions, renewals and continuations thereof, and all Patents 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 all geographic locations except the Excluded Geographic Locations, and all extensions, renewals and reissues thereof;

NOW, THEREFORE, ASSIGNEE shall obtain all said rights, title and interest in the Invention in all geographic locations except the Excluded Geographic Locations;

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

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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 all geographic locations except the Excluded Geographic Locations.

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 (U.S.A.)
Troy T. Svihl	Authorized to sign on behalf of Synthes (U.S.A.)
Signature:	Desley
Position/Title:	Patent Counsel
Address:	1302 Wrights Lane East
	West Chester, Pennsylvania 19380
Date:	18 January 2007
Commonwealth of Pen	nsylvania )
	) SS:
County of Chester	)
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On January 18, 2007, before me, Carrie A. M. Pherson 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

anie J. McPhegon

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 GmbH
Troy T. Svihl	Authorized to sign on behalf of Synthes GmbH
Signature:	Digle
Position/Title:	Patent Counsel
Address:	1302 Wrights Lane East
	West Chester, Pennsylvania 19380
Date:	18 January 2007
Commonwealth of Pe	nnsylvania ) ) SS:
County of Chester	) 33. )

On <u>Sarvary 18.200</u>, before me, <u>Carrie A. McPhergon</u>, 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

anie L. Mc Pheyon

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