

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
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NAME OF SUBMITTER:	Ann Trevisani
Total Attachments: 3	
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CH \$40.00 10895217

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.

