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PATENTS ONLY

Atty Ref/Docket No.: 2579.052US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Synthes GmbH

Additional name(s) of conveying party(ies) attached?

[ ] Yes [X] No

2. Name and address of receiving party(ies):

Name: Synthes (U.S.A.)

Street Address: 1302 Wrights Lane East

City: West Chester State: PA Zip: 19380

3. Nature of conveyance:

Additional name(s) & address(es) attached? [ ] Yes [X] No

[X] Assignment [ ] Merger

[ ] Security Agreement [ ] Change of Name

[ ] Other

Execution Date: April 3, 2008

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.

B. Patent No.(s)

Serial No. 12/089,574, filed April 8, 2008

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Janal M. Kalis

Address:

Schwegman, Lundberg & Woessner, P.A.  
P.O. Box 2938  
Minneapolis, MN 55402-0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

[ ] Enclosed

[X] Authorized to be charged to deposit account  
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Janal M. Kalis/Reg. No. 37,650

Name of Person Signing

[Signature]  
Signature

18 Apr 08

Date

Total number of pages including cover sheet: 3

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Mail Stop Assignment Recordation Services**  
**P.O. Box 1450**  
**Alexandria, VA 22313-1450**

### 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 the invention disclosed, described and/or claimed in United States Patent Application No. 12/089,574, which was filed with the United States Patent and Trademark Office on April 8, 2008, entitled **DRUG-IMPREGNATED ENCASEMENT** and all inventions described, disclosed or claimed therein (hereinafter "the Invention") which is identified by Schwegman, Lundberg & Woessner, P. A., Attorney Docket No. 2579.052US1, and which claims priority to International Application No. PCT/US2006/040038, filed on October 12, 2006 which is identified by Schwegman, Lundberg & Woessner, P. A., Attorney Docket No. 2579.052WO1 and which claims priority to United States Provisional Application No. 60/726,808, filed on October 13, 2005, which is identified by Schwegman, Lundberg & Woessner, P. A., Attorney Docket No. 2579.052PRV. (We hereby authorize and request said ASSIGNEE, its successors, legal representatives, or assigns to insert hereinafter when known the filing date and application number)

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 and sufficiency 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 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

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

Signature:

[Handwritten Signature]

Position/Title:

Patent Counsel

Address:

Eimattstrasse 3  
CH-4436 Oberdorf  
Switzerland

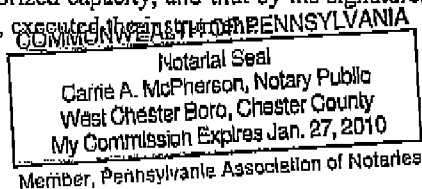
Date:

April 3, 2008

Commonwealth of Pennsylvania )  
 ) SS:  
County of Chester )

On April 3, 2008, 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



Carrie A. McPherson

ASSIGNEE: Synthes (U.S.A.)

David J. Klann Authorized to sign on behalf of Synthes (U.S.A.)

Signature:

[Handwritten Signature]

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East  
West Chester, Pennsylvania 19380

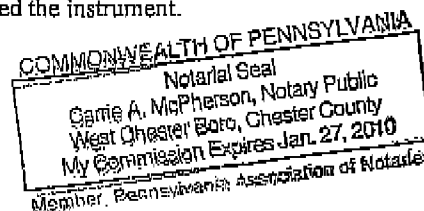
Date:

April 3, 2008

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On April 3, 2008, 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



Carrie A. McPherson

SCHWEGMAN ■ LUNDBERG ■ WOESSNER  
PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

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Minneapolis, MN 55402

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September 18, 2008

Time: 14:55  
(Minneapolis, Minn.)

TO: Commissioner for Patents  
Attn: Assignment Recordation Services  
Patent Examining Corps  
Facsimile Center  
P.O. Box 1450  
Alexandria, VA 22313-1450

FROM: Janal M. Kalis

OUR REF: 2579.052US1

**FAX NUMBER 571-273-0140**

Documents Transmitted:

**Assignment (2 pages), Assignment Recordation Form Cover Sheet (1 page), authorization to charge Deposit Account No. 19-0743 in the amount of \$40.00 to cover the Assignment Recording Fee.**

Total pages of this transmission, including cover letter: (4 pgs)

If you do NOT receive all of the pages described above, please telephone us at 612-373-6900 or fax us at 612-339-3061.

In re. Patent Application of: Mark Fulmer et al.

Examiner: Unknown

Serial No.: 12/089,574

Group Art Unit: Unknown

Filed: April 8, 2008

Docket No.: 2579.052US1

Title: DRUG-IMPREGNATED ENCASEMENT

Please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

By: *Janal M. Kalis*  
Name: Janal M. Kalis  
Reg. No. 37,650

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

*Nellie E. Nuhring*  
Nellie E. Nuhring

9/18/08  
Date