

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Christoph Walther	08/12/2008
Barbara Schuldt-Hempe	08/11/2008
RECEIVING PARTY DATA	
Name:	Ethicon, Inc.
Street Address:	One Johnson & Johnson Plaza
City:	New Brunswick
State/Country:	NEW JERSEY
Postal Code:	08933
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11817086
CORRESPONDENCE DATA	
Fax Number:	(732)524-2808
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	732-524-2718
Email:	JNJUSPATENT@ITS.JNJ.COM
Correspondent Name:	Philip S. Johnson
Address Line 1:	One Johnson & Johnson Plaza
Address Line 4:	New Brunswick, NEW JERSEY 08933
ATTORNEY DOCKET NUMBER:	ETH5198
NAME OF SUBMITTER:	Dana Deinstadt

CH \$40.00 11817086

Total Attachments: 4  
 source=5198asn#page1.tif  
 source=5198asn#page2.tif  
 source=5198asn#page3.tif

**500781832**

**PATENT  
 REEL: 022258 FRAME: 0539**



A S S I G N M E N T

Serial No.  
Filed

WHEREAS, Christoph Walther and Barbara Schuldt-Hempe, residing at Dorfstraße 35, 24568 Kattendorf Germany; Rosenstraße 23, 24576 Bad Bramstedt Germany respectively (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to

SURGICAL IMPLANT

WHEREAS, ETHICON GmbH., a corporation of the Country of Germany, (hereinafter called "Assignee"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals this *M* day of *August*, 200

*Christoph Walther*  
\_\_\_\_\_  
Christoph Walther (L.S.)

STATE OF )  
 ) ss.  
COUNTY OF )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 200 , before me, a Notary Public, Christoph Walther personally appeared who I am satisfied are the persons named in and who executed the foregoing instrument in my presence, and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed, and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, Assignors have hereunto set  
their hands and seals this ~~11<sup>th</sup>~~ day of August, 2008

B. Schuldt-Hempe (L.S.)  
Barbara Schuldt-Hempe

STATE OF            )  
                          ) ss.  
COUNTY OF        )

BE IT REMEMBERED, That on this            day of            ,  
200 , before me, a Notary Public, Barbara Schuldt-Hempe  
personally appeared who I am satisfied are the persons named in  
and who executed the foregoing instrument in my presence, and I  
having first made known to them the contents thereof, they did  
acknowledge that they signed, sealed, and delivered the same as  
their voluntary act and deed for the uses and purposes therein  
expressed.

\_\_\_\_\_  
Notary Public

Nr. 635 der Urkundenrolle für 2008 I  
(file number)

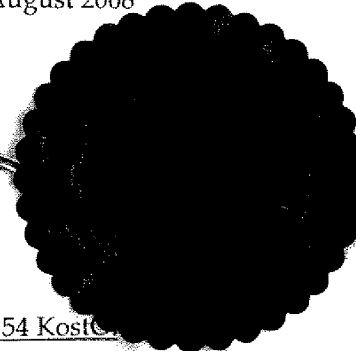
I, Jürgen Lotz, Notary Public in D-22846 Norderstedt, Rathausallee 31, Germany, hereby certify, that the signatures on the second page and on the page before are the true signatures, respectively subscribed in my presence of

- Mr. Christoph Walther, birth date: 28.01.1953, residing at: Dorfstr. 35, 24568 Kattendorf, identified by German Identity Card Number 1215161588,
- Mrs. Barbara Schuldt-Hempe, birth date: 13.04.1970, residing at: Rosenstr. 23, 24576 Bad Bramstedt, identified by German Identity Card Number 1205133153,

Mr. Walther and Mrs. Schuldt-Hempe denied the question of the notary public of § 3 No. I, 7 of the German Certification Law (Beurkundungsgesetz).

I authenticated the signatures of Mr. Walther and Mrs. Schuldt-Hempe at: Johnson & Johnson Medical GmbH, Robert-Koch-Straße 1, D-22851 Norderstedt, where I had gone on requests.

Norderstedt, the 11<sup>th</sup> day of August 2008



*A.L.*

Notary public

Kostenberechnung gemäß § 154 KostO

Wert: über € 300.000,00

Gebühr gemäß §§ 141, 32, 45 I	KostO	€ 130,00
Gebühr gemäß §§ 141, 32, 58 I	KostO	€ 30,00
19% Umsatzsteuer gemäß § 151 a	KostO	€ 30,40
zusammen:		<u>€ 190,40</u>

*A.L.*

Notar