

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Synthes USA, LLC	06/29/2009
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
PCT Number:	US0943177
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Woodcock Washburn LLP
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Address Line 2:	Cira Centre, 12th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891
ATTORNEY DOCKET NUMBER:	SYNT-0442
NAME OF SUBMITTER:	Ann Trevisani
Total Attachments: 2 source=Assignment_GmbH#page1.tif source=Assignment_GmbH#page2.tif	

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PATENT
REEL: 022906 FRAME: 0709

ASSIGNMENT

WHEREAS, **Synthes USA, LLC**, ASSIGNOR, a Delaware Limited Liability Company organized under the laws of the State of Delaware and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, has all right, title and interest in the invention disclosed, described and/or claimed in PCT International Patent Application No. PCT/US2009/043177, which was filed with the U.S. Receiving Office of the Patent Cooperation Treaty on May 7, 2009, entitled METHOD AND APPARATUS FOR LATERALLY ACCESSING AN INTERVERTEBRAL DISC SPACE and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Woodcock Washburn LLP Attorney Docket No. SYNT-0442, and which claims priority to U.S. Patent Application No. 61/051,271, filed on May 7, 2008.

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, CH-4436 Oberdorf, Switzerland, 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 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 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 the Invention in all geographic locations except the Excluded Geographic Locations, 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 _____

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.

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 the 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 the 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 signs his name on the date indicated below.

ASSIGNOR: Synthes USA, LLC

Dennis J. Butler Authorized to sign on behalf of Synthes USA, LLC

Signature:

Dennis J. Butler

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East
West Chester, Pennsylvania 19380

Date:

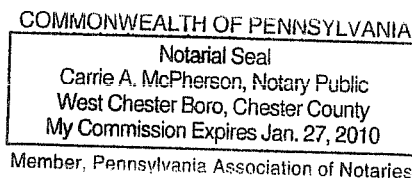
June 29, 2009

Commonwealth of Pennsylvania)
) SS:
County of Chester)

On June 29, 2009, before me, Carrie A. McPherson, Notary Public, personally appeared Dennis J. Butler, 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 GmbH

Dennis J. Butler Authorized to sign on behalf of Synthes GmbH

Signature:

Dennis J. Butler

Position/Title:

Patent Counsel

Address:

Eimattstrasse 3
CH-4436 Oberdorf
Switzerland

Date:

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WITNESS my hand and official seal

Carrie A. McPherson

