

# RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 2579.062US1

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

3. Nature of conveyance:

[X] Assignment [ ] Merger

[ ] Security Agreement [ ] Change of Name

[ ] Other

Execution Date: March 9, 2009

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

Name: Synthes USA, LLCStreet Address: 1302 Wrights Lane EastCity: West Chester State: PA Zip: 19380Country: United States of America

Additional name(s) &amp; address(es) attached? [ ] Yes

[X] No

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.(s)

Serial No. 12/529,562, filed September 2, 2009

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] No

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

Name: David C. Peterson

Address:

Schwegman, Lundberg & Woessner, P.A.P.O. Box 2938Minneapolis, MN 55402-09386. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00

[ ] Enclosed

[X] Authorized to be charged to deposit account  
19-07438. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

## DO NOT USE THIS SPACE

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.

David C. Peterson/Reg. No. 47,857

Name of Person Signing



Signature

12/8/2009

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

PATENT

700424539

REEL: 023623 FRAME: 0978

CH \$40.00 190743 12529562

## 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 International Application No. PCT/US2008/002811, which was filed with the Patent Cooperation Treaty on February 29, 2008, entitled **BONE CEMENT WITH ADAPTED MECHANICAL PROPERTIES** and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Schwegman, Lundberg & Woessner, P.A. Attorney Docket No. 2579.062WO1, and which claims priority to United States Provisional Application No.: 60/904,673, filed on March 2, 2007, identified by Schwegman, Lundberg & Woessner, P.A. Docket No. 2579.062PRV and United States Provisional Application No.: 60/967,052, filed on August 31, 2007, identified by Schwegman, Lundberg & Woessner, P.A. Docket No. 2579.062PV2.

AND WHEREAS, **Synthes USA, LLC**, ASSIGNEE, 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, 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.

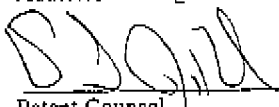
AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue 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: 

Position/Title:

Patent Counsel

Address:

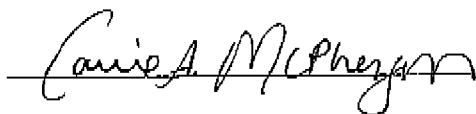
Eimattstrasse 3  
CH-4436 Oberdorf  
Switzerland

Date:

March 9, 2009Commonwealth of Pennsylvania )  
 ) SS:  
County of Chester )

On March 9, 2009, 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



## COMMONWEALTH OF PENNSYLVANIA

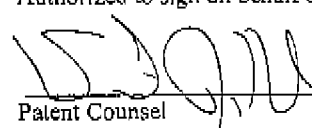
Notarial Seal

Carrie A. McPherson, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Jan. 27, 2010

Member, Pennsylvania Association of Notaries

**ASSIGNEE: Synthes USA, LLC**David J. Klann

Authorized to sign on behalf of Synthes USA, LLC

Signature: 

Position/Title:

Patent Counsel

Address:

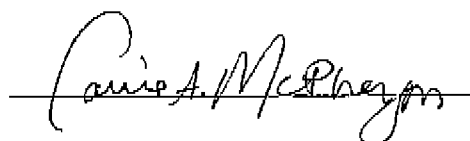
1302 Wrights Lane East  
West Chester, Pennsylvania 19380

Date:

March 9, 2009Commonwealth of Pennsylvania )  
 ) SS:  
County of Chester )

On March 9, 2009, 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



## 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

**SCHWEGMAN ■ LUNDBERG ■ WOESSNER**  
PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

P.O. Box 2938

Minneapolis, MN 55402

Telephone (612) 373-6900

Facsimile (612) 339-3061

Date: December 8, 2009Time: 14:47  
(Minneapolis, Minn.)

TO: Commissioner for Patents  
Attn: Assignment Recordation Services  
Patent Examining Corps  
Facsimile Center  
P.O. Box 1450  
Alexandria, VA 22313-1450  
**FAX NUMBER 571-273-0140**

FROM: David C. Peterson

OUR REF: 2579.062US1

## 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: Elliott Gruskin et al.

Examiner: Unknown

Serial No.: 12/529,562

Group Art Unit:

Filed: September 2, 2009

Docket No.: 2579.062US1

Title: BONE CEMENT WITH ADAPTED MECHANICAL PROPERTIES

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

By: David C. Peterson

Name: David C. Peterson

Reg. No. 47,857

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

Sheena M. Devine-Remitz  
Sheena M. Devine-Remitz

12-08-2009  
Date