# PATENT ASSIGNMENT

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Application Number:	1	1938936			
		2429495			
		497715	497715		
Patent Number: 6		6955680			
Property Type		Number			
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Mutoh Co., Ltd.			03/29/2010		
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Total Attachments: 6
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#### Patent Assignment

This Patent Assignment ("Patent Assignment") is entered into as of March 29, 2010 (the "Effective Date"), by and among MUTOH CO., LTD., a kabushiki kaisha organized and existing under the laws of Japan ("Mutoh"), *KABUSHIKI KAISHA* M&M, a kabushiki kaisha organized and existing under the laws of Japan ("M&M"), and MUTOH AMERICA COMPANY LIMITED, a Massachusetts corporation ("Mutoh America" and together with Mutoh and M&M, the "Assignors"), and STRYKER MEDTECH K.K., a kabushiki kaisha organized and existing under the laws of Japan ("Assignee"). This Assignment is made pursuant to and in connection with the transfer of substantially all of the assets of Assignors' Sonopet Product Line to Assignee pursuant to a certain Asset Purchase Agreement by and among Assignors and Assignee dated July 24, 2009 (as amended by an Amendment to Asset Purchase Agreement dated effective as of March 25, 2010, the "Purchase Agreement"). Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

Assignors are the owners of certain ideas, inventions, discoveries, improvements, technology concepts, designs, programs, works of authorship, know-how, trade secrets, business plans, customer lists or information, financial data, or other confidential or otherwise proprietary information, whether patentable or unpatentable, that relate to the Product Line and associated instruments and methods and that, as of the Effective Date have been created, discovered, acquired, conceived, reduced to practice or developed by Assignors ("**Proprietary Information**"). Assignors also own certain copyrights, trademarks, services marks, trade dress, trade secrets, patent applications, patents, continuations, continuations-in-part, divisionals, substitutes, renewals, reissues or reexamination resulting therefrom, and other forms of intellectual property protection or proprietary information, including, but not limited to, the intellectual property identified in the table below (collectively, "**Intellectual Property Rights**").

For good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign, and transfer to Assignee, its successors and assigns, their entire right, title, and interest in and to the patents and patent applications included in the Intellectual Property Rights including but not limited to those listed below, including any continuation, continuation-in-part, divisional, reexamination, reissue and/or extension of such applications or patents, whether or not such patents have already issued (collectively, and including all foreign counterparts, the "**Patent Rights**"), and Assignors hereby further assign to Assignees the priority rights provided by the International Convention. Assignors further assign to Assignee, its successors and assigns, the entire right, title and interest in and to all claims for damages by reason of past infringement of any Patent Rights, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement of any such Patent Rights.

Country	Document Title	Issue/Publ. Date	Pat./Publ. Number
USA	Coupling Vibration Ultrasonic Hand Piece	October 18, 2005	6,955,680
USA	Ultrasonic Hand Piece and Ultrasonic Horn for Use with the Same	December 24, 2002	6,497,715
USA	Handpiece and Horn for Ultrasonic Surgical Instrument	August 28, 2008	2008/0208231 (claims priority to JP2008- 119250)
USA	Ultrasonic Horn with Enlarged Distal End Portion	Filed April 24, 2009	Application No. 12/429,495 (claims priority to JP2008- 115286)
EP	Coupling Vibration to an Ultrasonic Hand Piece	July 2, 2003	1323481 (claims priority to JP2003-190180)
Japan	Ultrasonic Operation Device Horn	February 20, 2009	1353939 (App. 2008- 015511)
Japan	Ultrasonic Horn and Ultrasonic Hand Piece	Filed April 25,	2008-115286

#### Patents and Patent Applications

Country	Document Title	Issue/Publ. Date	Pat./Publ. Number
	· · · · · · · · · · · · · · · · · · ·	2008	
Japan	Ultrasonic Hand Piece and Horn	May 29, 2008	2008-119250 (App. 2006-306694)
Japan	Ultrasonic Handpiece and Ultrasonic Horn Used for the Same	June 16, 2005	2005-152098 (App. 2003-392265)
Japan	Complex Vibration Ultrasonic Hand Piece	October 7, 2004	2004-275592 (App. 2003-73908)
Japan	Compound Vibration Ultrasonic Hand Piece	July 8, 2003	2003-190180 (App. 2001-397028)
Japan	Ultrasonic Hand Piece and Ultrasonic Horn Used for This	April 22, 2003	2003-116870 (App. 2002-307082)
Japan	Ultrasonic Wave Hand-Piece	February 4, 2003	2003-033364 (App. 2001-221341)
Japan	Ultrasonic Operation Device and Operation Tool Used Therefor	April 19, 2006	3768827 (Publ. 2002- 301085, App. 2001- 110420)
Japan	Ultrasonic Hand Piece	July 30, 2002	2002-209906 (App. 2001-014495)
Japan	Ultrasonic Hand Piece and Ultrasonic Horn Used Therefor	May 21, 2002	2002-143177 (App. 2000-338488)
Japan	Ultrasonic Knife	January 7, 2000	2000-000248 (App. H10-165413)
Japan	Ultrasonic Operation Apparatus	February 4, 2009	4219418 (Publ. H08- 336545, App. H7- 169333)
Japan	Handpiece for Ultrasonic Operating Device	July 9, 1996	H08-173444 (App. H6- 96363)
Japan	Ultrasonic Surgery Appliance	May 24, 1994	H06-142110
Japan	Hand Piece for Ultrasonic Surgery Appliance	May 24, 1994	H06-142109
China	Ultrasonic Hand Driven Device and Ultrasonic Grinding Head Used On It	April 28, 2004	02154069.1 (Claims priority to JP 2003-116870)

Assignee hereby authorizes and requests the U.S. Patent and Trademark Office and counterpart offices in countries other than the U.S. to issue future patents granted on the patent applications listed above to Stryker Medtech K.K.

Assignors hereby confirm having agreed, and to the extent necessary do hereby agree, to cooperate with Assignee, its successors and assigns, in proceedings or transactions involving the patents and patent applications included in the Patent Rights, including the giving of statements and producing of evidence reasonably necessary or desirable to secure allowance of the patent applications included in the Patent Rights, including but not limited to those listed above, and to perform any and all other acts reasonably necessary or desirable to vest in Assignee the entire right, title and interest of the Patent Rights such that the Patent Rights will be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as if the Patent Rights would have been held and enjoyed by Assignors had the assignment to Assignee not been made.

Assignors warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Patent Assignment.

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### PATENT REEL: 024320 FRAME: 0593

**RECORDED: 05/03/2010**