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PATENTS ONLY**

Atty Ref/Docket No.: 2579.087WO1

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 USA, LLC

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

☐ Yes ☒ No

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

Name: Synthes GmbH

Street Address: Eimattstrasse 3

Oberdorf, CH-4436
Switzerland

3. Nature of conveyance:

Additional name(s) & address(es) attached? ☐ Yes
☒ No☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☐ OtherExecution Date: May 11, 2010

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)

B. Patent No.(s)

Serial No. PCT/US2009/000604, filed January 30, 2009

Additional numbers attached? ☐ Yes ☒ 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 2938
Minneapolis, MN 55402--09386. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00☐ Enclosed☒ 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

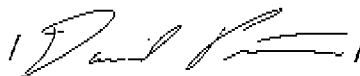
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9. Statement and signature.

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.

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

Name of Person Signing



Signature

5/19/2010

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

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Alexandria, VA 22313-1450

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 the International Patent Application No. PCT/US2009/000604, which was filed with the Patent Cooperation Treaty on January 30, 2009, entitled **POROUS BIOCOMPATIBLE POLYMER MATERIAL AND METHODS** and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Schwegman, Lundberg & Woessner, P.A. Attorney Docket No. 2579.087WO1, and which claims priority to United States Provisional Application No. 61/025,426, filed on February 1, 2008, identified by Schwegman, Lundberg & Woessner, P.A. Docket No. 2579.087PRV.

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company organized under the laws of Switzerland and having a place of business at Elmattstrasse 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

Authorized to sign on behalf of Synthes USA, LLC

Signature:

Andrew D. Bunk

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East
West Chester, Pennsylvania 19380

Date:

11 May 10