Attorney Docket No.: 10139/17602 (T01001US1)

FORM PTO 1585

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)			
Andreas APPENZELLER, Robert FRIGG, Nicolas BOUDUBAN, Ladislav NAGY	Name: SYNTHES GmbH  Street Address:			
Additional name(s) of conveying parties attached? □ Yes x No  3. Nature of conveyance:  □ Assignment □ Merger □ Security Agreement □ Change of Name □ Other □ Execution dates: May 19, 2010; May 19, 2010; May 25, 2010; and May 12, 2010	Eimattstrasse 3, Oberdorf, CH-4436 Switzerland			
4. Application numbers or patent numbers:				
A. Patent Applications: 12/773,373 filed on May 4, 2010	B. Patent No.(s)			
Additional Numbers atta	ached? □ Yes ⊠ No			
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1 TITLE: Nail Locking Systems			
Name: Oleg F. Kaplun, Esq. Internal Address: Fay Kaplun & Marcin, LLP	7. Total fee (37 C.F.R. 3.41)			
Street Address: 150 Broadway, Suite 702 City: New York State: New York ZIP: 10038	8. Deposit account number:			
DO NOT USE THIS SPACE				
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true unexported and attached carry is a true copy of the original document.				
Oleg F. Kaplun, (Reg. No. 45,559) Name of Person Signing  Signature  Total Number of pages including cover sheet, attachments, and document: 4				
OMB No. 0651-0011 (exp. 4/94)				
Do not detach this portion  Mail documents to be recorded with required cover sheet information to:				
Mail Stop: Assignments Commissioner of Patents P.O. Box 1450 Alexandria, VA 22313-1450				

Attorney Dacket No. 10139/17602 (T01001US1)

## ASSIGNMENT

WHEREAS, WE, (i) Andreas APPENZELLER, citizen of Switzerland, residing at Montozweg 23, 2504 Biel, Switzerland; (ii) Robert FRIGG, citizen of Switzerland, residing at Jurastrasse 27, 2544 Bettlach, Switzerland; (iii) Nicolas BOUDUBAN, citizen of Switzerland, residing at Brachmattstrasse 5, 2555 Bruegg, Switzerland, and (iv) Ladislav NAGY, citizen of Switzerland, residing at Breitloostrasse 66, 8802 Kilchberg, Switzerland, ASSIGNORS, are the inventors of the invention disclosed, described and/or claimed in United States Patent Application No. 12/173,373, which was filed with the United States Patent and Trademark Office on May 4, 2010, entitled Nail Locking Systems which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/17602 (T01001US)) and which claims priority to U. S. Provisional Patent Application Serial No. 61/175,555 filed on May 5, 2009 which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/17601 (T01001USP).

AND WHEREAS, Synthes GmbH, ASSIGNEE, a Swiss Company, organized under the laws of Switzerland and having a place of business at fitnatistrasse 3, Oberdorf, Switzerland CH-4436, is desirous of obtaining our entire right, title and interest in, to and under all the invention(s) as described, disclosed and/or claimed in the above-identified application:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, little and interest in, to and under the Invention, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the Invention in any country, together with the right to file such applications and the right to claim for the same the priority rights derived from the application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States or any other international agreement or the demestic laws of the country in which any such application is filed, as made be applicable; 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 any country and all extensions, renewals and reissues thereof; including all applications for industrial property, all divisions, renewals, continuations-in-park, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof and all countries throughout the world. This assignment is effective as of the filing date of the provisional patent application listed above.

AND WE HEREBY authorize and request said ASSIGNEE, its successors, legal representatives, or assigns to insert herematics 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
oreiga ( pplicati	to the United States, whose duty it	is to issue patents or other evidence of	and any Official of any country or countries or forms of industrial property protection on gol representatives and assigns, in accordance
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AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign 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 countries.

IN TESTIMONY WHEREOF, We have hereunto signed our names on the date(s) indicated opposite our respective signatures.

NY 1-4001592v1

PATENT REEL: 025110 FRAME: 0531

Helene Schaub, LL.M, MAES Head Legal Department

assignee:

Synthes GmbH

Authorized to sign on behalf of Synthes GmbH

(Nicolas BOUDUBAN)

(Ladislav NAGY)

Signature:

Position/T"

Elmatistrasse 3

CH-4436 Obardorf

Switzerland

Date:

Address:

15 July 2010

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PATENT REEL: 025110 FRAME: 0532

Date:			L.S.
Date.	And the latter of the latter o	(Andreas APPENZELLER)	
			L.S.
Date:	appropriate totals	(Robert FRIGG)	
			L.\$.
Date:	And the second of the second o	(Nicolas BOUDUBAN)	
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Date: /Ya	4 /2; 2010		<del></del>
7		(Ladislav NAGY)	/
ASSIGNEE:	Synthes GmbH		
ABBIONEE	Authorized to sign on behalf of	Synthes GmbH	
	Addition to sign on bound wi		
Signature:		)	
Position/Title:		r	
Address:	Eimattstrasse 3		
	CH-4436 Oberdorf Switzerland		
Date:			
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NYI-4001592vI

**RECORDED: 10/07/2010** 

PATENT REEL: 025110 FRAME: 0533