

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Synthes GmbH	09/17/2010
RECEIVING PARTY DATA	
Name:	Synthes USA, LLC
Street Address:	1302 Wrights Lane East
City:	West Chester
State/Country:	PENNSYLVANIA
Postal Code:	19380
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US0950597
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-568-3100
Email:	trevisan@woodcock.com
Correspondent Name:	Woodcock Washburn LLP
Address Line 1:	2929 Arch Street
Address Line 2:	Cira Centre, 12th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891
ATTORNEY DOCKET NUMBER:	SYNT-2778
NAME OF SUBMITTER:	Ann Trevisani
Total Attachments: 2 source=Assignment_Synthes USA#page1.tif source=Assignment_Synthes USA#page2.tif	

CH \$40.00 US0950597

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 PCT International Application No. PCT/US2009/050597, which was filed with the United States Patent and Trademark Office on July 14, 2009, entitled FLEXIBLE DAMPENING INTERVERTEBRAL SPACER DEVICE, and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Stroock & Stroock & Lavan LLP Attorney Docket No. 001227/1698, and which claims priority to U.S. Provisional Application No. 61/080,497, filed on July 14, 2008, identified by Stroock & Stroock & Lavan LLP Attorney Docket No. 001227/1561.

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

Amanda M. Kessel

Authorized to sign on behalf of Synthes GmbH

Signature:

Amanda Kessel

Position/Title:

Patent Counsel

Address:

Elmattstrasse 3
CH-4436 Oberdorf
Switzerland

Date:

Sept. 17, 2010

Helene Schaub, LL.M, MAES
Head Legal Department

ASSIGNEE:

Synthes USA, LLC

Raymond N. Scott, Jr.

Authorized to sign on behalf of Synthes USA, LLC

Signature:

Raymond N. Scott, Jr.

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East
West Chester, Pennsylvania 19380

Date:

9/17/10