

FORM PTO 1585

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Dirk KERSTANAdditional name(s) of conveying parties attached? ☐ Yes x No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution dates: January 3, 2011

2. Name and address of receiving party(ies)

Name: **SYNTHES GmbH**

Street Address:

Eimattstrasse 3,
 Oberdorf, CH-4436
 Switzerland

4. Application numbers or patent numbers:

A. Patent Applications: 12/947,291 filed on November 16, 2010

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

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

Name: Oleg F. Kaplun, Esq.
 Internal Address: Fay Kaplun & Marcin, LLP

Street Address: 150 Broadway, Suite 702
 City: New York State: New York ZIP: 10038

6. Total number of applications and patents involved: 1
 TITLE: **Variable Angle Locking Buttress Pins**

7. Total fee (37 C.F.R. 3.41) \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account : 50-1492

8. Deposit account number:

50-1492**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.

Oleg F. Kaplun, (Reg. No. 45,559)

Name of Person Signing

Signature

February 17, 2011

Date

Total Number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Mail Stop: Assignments
Commissioner of Patents
P.O. Box 1450
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CH \$40.00 501492 12947291

ATTORNEY DOCKET NO. 10139/20302 (T012771US1)

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 United States Patent Application No. **12/947,291**, which was filed with the United States Patent and Trademark Office on **November 16, 2010**, entitled **Variable Angle Locking Buttress Pins**, which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/20302 (T01277US1) and which relates to the application which was filed on **November 16, 2010**, as a PCT Application No. **PCT/US2010/056833**, entitled **Variable Angle Locking Buttress Pins** which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/20303 (T01277PCT) and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), and where both above-mentioned applications claim priority to U. S. Provisional Patent Application Serial No. 61/261,974 filed on November 17, 2009.

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, continuations-in-part, 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. This assignment is effective as of the filing date of the provisional patent application listed above.

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

Authorized to sign on behalf of Synthes GmbH

Signature:

Position/Title:


Raymond Scott
Patent Counsel

Address:

Eimattstrasse 3
CH-4436 Oberdorf
Switzerland

Date:

Jan 5, 2011


Helene Schaub, LL.M, MAES
Head Legal Department

ASSIGNEE: Synthes USA, LLC

Authorized to sign on behalf of Synthes USA, LLC

Signature:

Position/Title:

Amanda Kessel
Patent Counsel

Address:

1302 Wrights Lane East
West Chester, Pennsylvania 19380

Date:

Jan. 5, 2011