

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Synthes GmbH	12/07/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Synthes (U.S.A.)
<b>Street Address:</b>	1302 Wrights Lane East
<b>City:</b>	West Chester
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19380
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12827376
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)806-7615
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2128066615
<b>Email:</b>	jspinning@stroock.com
<b>Correspondent Name:</b>	Jennifer Spinning
<b>Address Line 1:</b>	180 Maiden Lane
<b>Address Line 4:</b>	New York, NEW YORK 10038
<b>ATTORNEY DOCKET NUMBER:</b>	001227/1954
<b>NAME OF SUBMITTER:</b>	Brian M. Rothery
<b>Total Attachments: 3</b> source=AssignSynthesGmbHToSynthesUSALLC#page1.tif source=AssignSynthesGmbHToSynthesUSALLC#page2.tif source=AssignSynthesGmbHToSynthesUSALLC#page3.tif	

CH \$40.00 12827376

501540024

**PATENT**  
**REEL: 026321 FRAME: 0490**

## 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 PCT Application No. PCT/CH2003/000247, which was filed on April 14, 2003, as well as in all applications filed throughout the world claiming priority thereto, including, but not limited to, United States Patent Application No. 10/553,495, which was filed with the United States Patent and Trademark Office on July 25, 2006, entitled INTERVERTEBRAL IMPLANT, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/0032, and all inventions disclosed, described and/or claimed therein (hereinafter collectively "the Invention").

AND WHEREAS, **Synthes (U.S.A.)**, ASSIGNEE, a Pennsylvania General Partnership organized under the laws of the Commonwealth of Pennsylvania 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 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 also 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**

David J. Klann       Authorized to sign on behalf of Synthes GmbH

Signature: \_\_\_\_\_

Position/Title:     Patent Counsel

Address:            Eimattstrasse 3, Oberdorf,  
Switzerland CH-4436

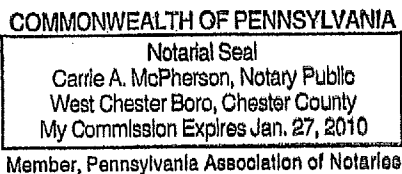
Date:                December 7, 2007

Commonwealth of Pennsylvania   )  
  ) SS.:  
County of Chester                )

On December 7, 2007, before me, Carrie A. McPherson Notary Public, personally appeared David J. Klann, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Carrie A. McPherson



**ASSIGNEE:**           **Synthes (U.S.A.)**

David J. Klann       Authorized to sign on behalf of Synthes (U.S.A.)

Signature: \_\_\_\_\_

Position/Title:     Patent Counsel

Address:            1302 Wrights Lane East  
                      West Chester, Pennsylvania 19380

Date:                December 7, 2007

Commonwealth of Pennsylvania    )  
  ) SS.:  
County of Chester                 )

On December 7, 2007, before me, Carrie A. McPherson, Notary Public, personally appeared David J. Klann, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Carrie A. McPherson

