# PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

| Name         | Execution Date |
|--------------|----------------|
| Synthes GmbH | 07/21/2011     |

### **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   |  |
|---------------------|----------|--|
| Application Number: | 13172619 |  |

### **CORRESPONDENCE DATA**

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via US Mail.

Correspondent Name: Woodcock Washburn LLP

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ATTORNEY DOCKET NUMBER: SYNT-3582

NAME OF SUBMITTER:

Ann Trevisani

Total Attachments: 2

source=S01305US2 Assignment\_Synthes GmbH to Synthes USA#page1.tif source=S01305US2 Assignment\_Synthes GmbH to Synthes USA#page2.tif

PATENT REEL: 027035 FRAME: 0155 :H \$40,00 13172

#### ASSIGNMENT

WHEREAS, Synthes GmbH, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of husiness at Eimatistrasse 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. 13/172,619, which was filed with the United States Patent and Trademark Office on June 29, 2011, entitled INSERTION INSTRUMENT FOR ANCHOR ASSEMBLY and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Woodcock Washburn LLP Attorney Docket No. SYNT-3582 (\$61305U82), which is continuation-in-part of United States Patent Application No. 13/095,192, identified by Woodcock Washburn Attorney Docket No. SYNT-3204 (\$01305US1), and which claims priority to United States Patent Application No. 61/328,251, filed on April 27, 2010, identified by Woodcock Washburn Attorney Docket No. SYNT-1033 (\$01305P), United States Patent Application No. 61/328,251, filed on April 27, 2010, identified by Woodcock Washburn LLP Attorney Docket No. SYNT-1209 (\$01417P), United States Patent Application No. 61/432,753, filed on January 14, 2011, identified by Woodcock Washburn Attorney Docket No. SYNT-3191 (\$01561P), United States Patent Application No. 61/461,490, filed on January 18, 2011, identified by Woodcock Washburn Attorney Docket No. SYNT-3193 (\$01561P2), and U.S. Patent Application No. 61/443,142, filed on February 15, 2011, identified by Woodcock Washburn Attorney Docket No. SYNT-3263 (\$01561P3).

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 ecknowledged, the said ASSIGNOR, has soid, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNOE, its successors, legal representatives and assigns, all ASSIGNOE'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 HERBRY 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 HERBBY 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.

PATENT REEL: 027035 FRAME: 0156

| Yaalohoir:      | Synther Could   |
|-----------------|---|
| Raginard N.     | Authorized to sign on behalf of Synthes GmbH              |
| Name: StattJr.  | d to detail the man                                       |
| Signature:      | Jul 14/1 24725C   |
| Position/Titie: | Patent Counsel  |
| Address:        | Eimattstrasse 3<br>CH-4436 Oberdorf<br>Switzerland        |
| Date:           | JUY 24 2011 31.08-2011                                    |
| ASSIGNEE:       | Synthes USA, LLC  |
| Amazida M.      |   |
| Name: Kessey    | Authorized to sign on buhali of Synthes USA, LLC          |
| Signature:      | Omando Miller O   |
| Position/Title: | Patent Counsel  |
| Address:        | 1302 Wrights Lane East<br>West Chater, Pennsylvania 19380 |
| Date:           | July 20, 204  |

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**RECORDED: 10/09/2011**