

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Walter Widmer	01/06/2011
RECEIVING PARTY DATA	
Name:	Synthes GmbH
Street Address:	Eimattstrasse 3
City:	Oberdorf
State/Country:	SWITZERLAND
Postal Code:	4436
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12921242
CORRESPONDENCE DATA	
Fax Number:	(610)640-1965
Phone:	610-640-5800
Email:	jlawrence@stradley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Joseph D. Rossi
Address Line 1:	30 Valley Stream Parkway
Address Line 4:	Malvern, PENNSYLVANIA 19355-1481
ATTORNEY DOCKET NUMBER:	183401-3598
NAME OF SUBMITTER:	Joseph D. Rossi
Total Attachments: 2 source=EP_GmbH#page1.tif source=EP_GmbH#page2.tif	

CH \$40.00 12921242

ASSIGNMENT

WHEREAS, I, Walter Widmer, citizen of Switzerland, residing at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, ASSIGNOR, is the inventor of the invention disclosed, described and/or claimed in United States Patent Application No. 12/291,242, which was filed with the United States Patent and Trademark Office on September 7, 2010, entitled EXPANDABLE INTERBODY SPACER DEVICE and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Stradley Ronon Stevens & Young, LLP, Attorney Docket No. 183401-3598, and which claims priority PCT/US2009/036148, filed on March 5, 2009.

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 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, title 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 domestic laws of the country in which any such application is filed, as may 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 and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof.

AND WE HEREBY authorize and request 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: US Application No. 12/921,242 Filing Date September 7, 2010

AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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, I have hereunto signed my name on the date indicated opposite my respective signature.

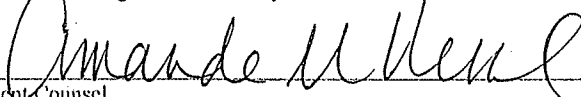
Date: 06.01.2011


Walter Widmer L.S.

ASSIGNEE: Synthes GmbH

Amanda Kessel Authorized to sign on behalf of Synthes GmbH

Signature:

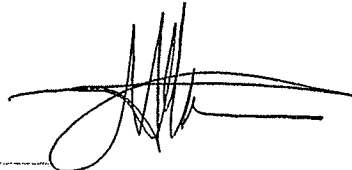


Position/Title:

Patent Counsel

Address:

Eimattstrasse 3
CH-4436 Oberdorf
Switzerland



Helene Schaub, LL.M, MAES
Head Legal Department

Date:

Jan. 13, 2011