

## PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marc Mueller	02/29/2012
RECEIVING PARTY DATA	
Name:	Synthes GmbH
Street Address:	Eimattstrasse 3
City:	Oberdorf
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13399009
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Address Line 4:	Atlanta, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	10154-063US1
NAME OF SUBMITTER:	Lawrence A. Aaronson
Total Attachments: 2 source=10154-063US1 2012_03_01 Executed Assignment (Mueller to GmbH)#page1.tif source=10154-063US1 2012_03_01 Executed Assignment (Mueller to GmbH)#page2.tif	

OP \$40.00 13399009

## ASSIGNMENT

WHEREAS, I, MARC MUELLER, citizen of Germany, residing at Eimattstrasse 3, 4436 Oberdorf, Switzerland ASSIGNOR, is the inventor of the invention disclosed, described and/or claimed in United States Patent Application No. 13/399,009, which was filed with the United States Patent and Trademark Office on February 17, 2012, entitled ADJUSTABLE BALLOON INCLUDING BONE ACCESS TIP and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by McKeon Meunier Carlin & Curfman LLC Attorney Docket No. 10154-063US1.

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, continuations-in-part 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: \_\_\_\_\_ Application No. \_\_\_\_\_ Filing Date \_\_\_\_\_

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, We have hereunto signed our names on the date(s) indicated opposite our respective signatures.

Date: 29.02.2012

M. Müller L.S.  
MARC MUELLER

ASSIGNEE:

Synthes GmbH

Synthes GmbH

Authorized to sign on behalf of Synthes GmbH

Authorized to sign on behalf of Synthes GmbH

Name: Fritz Klätschli

Signature:

Fritz Klätschli

Amande Müller

Position/Title:

Patent Counsel

Patent Counsel

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Date:

2.3.12

Mar. 7, 2012