

FORM PTO 1585

REC

04/06/2012



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4/6/12

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

<p>1. Name of conveying party(ies):</p> <p><b>SYNTHES GmbH</b></p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes x No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <b>SYNTHES (U.S.A.)</b></p> <p>Street Address:</p> <p>1302 WRIGHTS LANE EAST WEST CHESTER, PA 19380</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution dates: April 2, 2012</p>	

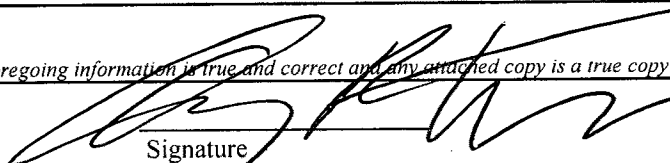
4. Application numbers or patent numbers:

<p>A. Patent Applications: 13/352,860 January 18, 2012</p>	<p>B. Patent No.(s)</p>
<p>Additional Numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Oleg F. Kaplun, Esq. Internal Address: Fay Kaplun &amp; Marcin, LLP</p> <p>Street Address: <u>150 Broadway, Suite 702</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10038</u></p>	<p>6. Total number of applications and patents involved: 1 TITLE: <b>Trochanteric Femoral Nail Augmentable</b></p> <p>7. Total fee (37 C.F.R. 3.41) ..... \$ <b>40.00</b></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account :</p> <p>8. Deposit account number:</p>
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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.*

<p>Oleg F. Kaplun, (Reg. No. 45,559)</p> <p>Name of Person Signing</p>	 <p>Signature</p>	<p>April 3, 2012</p> <p>Date</p>
<p>Total Number of pages including cover sheet, attachments, and document: 3</p>		

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

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

01 FC:0021 40.00 OP

Mail Stop: Assignments  
Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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. 13/352,860, which was filed with the United States Patent and Trademark Office on January 18, 2012, entitled Trochanteric Femoral Nail Augmentable, which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/23903 (T01177US) and which relates to the application which was filed on January 18, 2012, as a PCT Application No. PCT/US2011/022574, entitled Trochanteric Femoral Nail Augmentable, which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/23904 (T01177PCT) 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. 61/435,036 filed on January 21, 2011 and U. S. Provisional Patent Application Serial No. 61/477,857 filed on April 21, 2011.

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

*Fritz Klüntsch* authorized to sign on behalf of Synthes GmbH

Signature:

*Fritz Klüntsch* *Amande Mlleuel*

Position/Title:

Patent Counsel

Address:

Eimattstrasse 3  
CH-4436 Oberdorf  
Switzerland

Date:

*2.7.2012* *Apr 3, 2012*

ASSIGNEE:

Synthes USA, LLC

Authorized to sign on behalf of Synthes USA, LLC

Signature:

*Amande Mlleuel*

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East  
West Chester, Pennsylvania 19380

Date:

*Apr. 3, 2012*