

07/23/2012

ATTORNEY DOCKET NO. 10139/27803 (T01748US2)

FORM PTO 1585



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Patent and Trademark Office

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

1. Name of conveying party(ies):

SYNTHES USA, LLC

Additional name(s) of conveying parties attached? ☐ Yes x No

2. Name and address of receiving party(ies)

Name: SYNTHES GmbH

Street Address:

Eimattstrasse 3  
CH-4436 Oberdorf  
Switzerland

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Assignment of certain Foreign Rights

Execution dates: May 24, 2012

4. Application numbers or patent numbers:

A. Patent Applications: 13/468,622 filed on May 10, 2012

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleg F. Kaplun, Esq.

Internal Address: Fay Kaplun &amp; Marcin, LLP

Street Address: 150 Broadway, Suite 702City: New York State: New York ZIP: 10038

6. Total number of applications and patents involved: 1

TITLE: **Bone Fracture Fixation Clamp**

7. Total fee (37 C.F.R. 3.41) ..... \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account: \_\_\_\_\_

8. Deposit account number: \_\_\_\_\_

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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.*

Oleg F. Kaplun, (Reg. No. 45,559)

Name of Person Signing

Signature

July 19, 2012  
Date

Total Number of pages including cover sheet, attachments, and document: 3

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PATENT

REEL: 028661 FRAME: 0665

7-23-12

## ASSIGNMENT

WHEREAS, **Synthes USA, LLC**, ASSIGNOR, 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, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 13/468,622, which was filed with the United States Patent and Trademark Office on May 10, 2012, entitled **Bone Fracture Fixation Clamp**, which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/27803 (T01748US2) and which relates to the application which was filed on May 10, 2012, as a PCT Application No. PCT/US2012/037304, entitled **Bone Fracture Fixation Clamp** which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/27802 (T01748PCT) and which is a Continuation-In-Part Application of U. S. Patent Application Serial No. 13/068,397 filed on May 10, 2011, entitled "**Bone Fracture Fixation Clamp**" which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/27801 (T01748US1) and all inventions described, disclosed or claimed therein (hereinafter "the Invention").

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, CH-4436 Oberdorf, Switzerland, is desirous of obtaining the entire right, title and interest to and under the Invention, including the right to bring an action and recover damages for past infringements, if any, in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Excluded Geographic Locations").

AND WHEREAS, ASSIGNOR, is desirous of assigning its entire right, title and interest to the Invention in all geographic locations except the Excluded Geographic Locations to the ASSIGNEE, 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 all geographic locations except the Excluded Geographic Locations including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding patent applications and all divisions, renewals and continuations thereof, and all Patents 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 the Invention in all geographic locations except the Excluded Geographic Locations, 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 \_\_\_\_\_

NOW, THEREFORE, ASSIGNEE shall obtain all said rights, title and interest in the Invention in all geographic locations except the Excluded Geographic Locations.

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 the 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 the Invention in all geographic locations except the Excluded Geographic Locations.

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 signs his name on the date indicated below.

**ASSIGNEE:**

**Synthes USA, LLC**

Authorized to sign on behalf of Synthes USA, LLC

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

*Amande M. Kell*

Position/Title: \_\_\_\_\_

Patent Counsel

Address: \_\_\_\_\_

1302 Wrights Lane East  
West Chester, Pennsylvania 19380

Date: \_\_\_\_\_

*May 24, 2012*

**ASSIGNOR:**

**Synthes GmbH**

Authorized to sign on behalf of Synthes GmbH

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

*Amande M. Kell*

Position/Title: \_\_\_\_\_

Patent Counsel

Address: \_\_\_\_\_

Eimattstrasse 3  
CH-4436 Oberdorf  
Switzerland

Date: \_\_\_\_\_

*May 24, 2012* *May 24, 2012*