

09/21/2012

FORM PTO 1585

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PATENTS ONLY

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

9-21-12

1. Name of conveying party(ies):

**Kenny Koay, Rod McMillan, Kenneth Kobayashi,
Rene Haag, Robert Limouze, Mike Wahl**

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

2. Name and address of receiving party(ies)

Name: **SYNTHES USA, LLC**

Street Address:

**1302 WRIGHTS LANE EAST
WEST CHESTER, PA 19380**

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution dates: June 29, 2012; June 29, 2012; June 29, 2012; July 2, 2012; July 10, 2012 and July 2, 2012

4. Application numbers or patent numbers:

A. Patent Applications: 13/534,831 filed on June 27, 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 & Marcin, LLP**

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

6. Total number of applications and patents involved: 1
TITLE: **Variable Angle Bone Fixation Device**

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

September 12, 2012

Date

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

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

09/21/2012 ANULLINS 00000016 13534831

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

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

**ASSIGNMENT
(NON-PROVISIONAL PATENT APPLICATION)**

WHEREAS, We, (i) **Kenny KOAY**, citizen of Malaysia, residing at 1301 Goshen Parkway, West Chester, PA 19380; (ii) **Rod McMillan**, citizen of United States of America, residing at 1301 Goshen Parkway, West Chester, PA 19380, (iii) **Kenneth KOBAYASHI**, citizen of United States of America, residing at 1301 Goshen Parkway, West Chester, PA 19380, (iv) **Rene HAAG**, citizen of Germany, residing at 1301 Goshen Parkway, West Chester, PA 19380, (v) **Robert LIMOUZE**, citizen of United States of America, residing at 1301 Goshen Parkway, West Chester, PA 19380, and (vi) **Mike WAHL**, citizen of United States of America, residing at 1301 Goshen Parkway, West Chester, PA 19380, ASSIGNORS, are the inventors of the invention disclosed, described and/or claimed in United States Patent Application No. 13/534,831, which was filed with the United States Patent and Trademark Office on June 27, 2012, entitled **Variable Angle Bone Fixation Device**, and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Fay Kaplun & Marcin, LLP Attorney Docket No. 10139/28103 (T01758US).

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 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 all countries throughout the world. This assignment is effective as of the filing date of the provisional patent application listed above.

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 _____

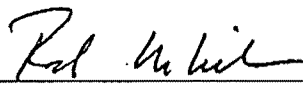
AND WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, 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.

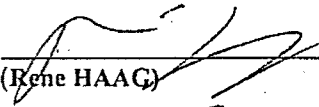
AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign 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.

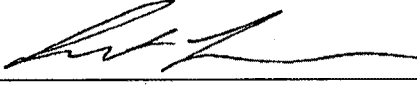
IN TESTIMONY WHEREOF, We have hereunto signed our names on the date(s) indicated opposite our respective signatures.

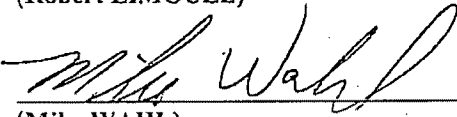
Date: 6/29/12  _____ L.S.
 (Kenny KOAY)

Date: 6/29/2012  _____ L.S.
 (Rod McMillan)

Date: 6-29-12  _____ L.S.
 (Kenneth KOBAYASHI)

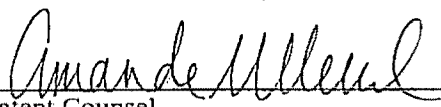
Date: 7/2/12  _____ L.S.
 (Rene HAAG)

Date: 7/10/12  _____ L.S.
 (Robert LIMOUZE)

Date: 7/2/2012  _____ L.S.
 (Mike WAHL)

ASSIGNEE: Synthes USA, LLC

_____ Authorized to sign on behalf of Synthes USA, LLC

Signature:  _____

Position/Title: Patent Counsel

Address: 1302 Wrights Lane East
 West Chester, Pennsylvania 19380

Date: July 23, 2012 _____