

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jeff Tyber</td> <td>11/20/2010</td> </tr> <tr> <td>Jamy Gannoe</td> <td>11/19/2010</td> </tr> <tr> <td>Chris Digiovanni</td> <td>11/18/2010</td> </tr> <tr> <td>Brian Gerard Donley</td> <td>11/23/2010</td> </tr> </tbody> </table>		Name	Execution Date	Jeff Tyber	11/20/2010	Jamy Gannoe	11/19/2010	Chris Digiovanni	11/18/2010	Brian Gerard Donley	11/23/2010
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Extremity Medical, LLC</td> </tr> <tr> <td>Street Address:</td> <td>382 Springfield Ave., Suite 300</td> </tr> <tr> <td>City:</td> <td>Summit</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07901</td> </tr> </table>		Name:	Extremity Medical, LLC	Street Address:	382 Springfield Ave., Suite 300	City:	Summit	State/Country:	NEW JERSEY	Postal Code:	07901
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13646448</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13646448						
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Application Number:	13646448										
CORRESPONDENCE DATA											
Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: mnardone@wardzinna.com Correspondent Name: Ward & Zinna, LLC Address Line 1: 382 Springfield Ave., Suite 300 Address Line 4: Summit, NEW JERSEY 07901											
ATTORNEY DOCKET NUMBER:	277-043D										
NAME OF SUBMITTER:	Hanna Bondarik Mosolygo										
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## ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 23<sup>rd</sup> day of November, 2010 ("Effective Date"), by and between Jeff Tyber, a citizen of the United States with an address at 4201 Anthony Drive, Bethlehem, Pennsylvania 18020, Jamy Gannoe, a citizen of the United States with an address at 85 Green Terrace Way, West Milford, New Jersey 07480, Chris Digiovanni, a citizen of the United States with an address at 46 Clarke Road, Barrington, Rhode Island 02806, and Brian Gerard Donley, a citizen of the United States with an address at 35443 Quartermane Circle, Solon, Ohio 44139, ("ASSIGNORS"), and Extremity Medical L.L.C., a New Jersey company with an address at Morris Corporate Center 1, 300 Interpace Parkway, Building A, 4<sup>th</sup> Floor, Parsippany, New Jersey 07054 ("ASSIGNEE").

WHEREAS, ASSIGNORS are owners of the entire right, title, and interest in, and to and under the United States patent applications identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNORS wish to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, for and in consideration of said agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, the entire right, title and interest in, to and under the said United States applications and 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 all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and

designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, 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 said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNORS hereby represent and warrant that, as of the Effective Date, their right, title, and interest in and to the patent applications set forth in Schedule A is free and clear of any liens and encumbrances, that they have full right to assign all of their interests therein, and that they have not executed and will not execute any agreement or other instrument in conflict herewith.

ASSIGNORS and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper, or advisable under the applicable laws and regulations to consummate and

make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNORS' possession or under their control, such as those required to fill in gaps in the chain of title, dockets, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, I hereunto set my hand the day and year set opposite my signature.

Date 11/20/10

Signature

Jeff Tyber

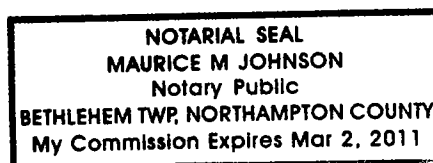
STATE OF ) PA

) ss:

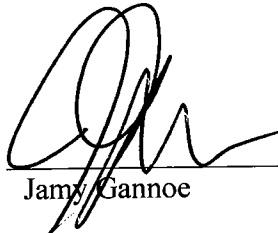
COUNTY OF ) Northampton

On this 20 day of November, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jeff Tyber, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]  
Notary Public

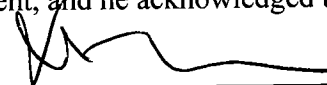


Date 11/19/2010

Signature   
Jamy Gannoe

STATE OF New Jersey  
                  ) ss:  
COUNTY OF Morris

On this 19 day of November, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jamy Gannoe, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

  
Notary Public

**DESIREE N. WARNKE**  
**ID # 2398675**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 7/27/2015**

---

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Chris Digiovanni

STATE OF     )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

---

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Brian Gerard Donley

STATE OF     )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Jamy Gannoe

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

Date 11/18/10

Signature \_\_\_\_\_  
Chris Digiovanni

STATE OF )  
                  ) ss:  
COUNTY OF )

On this 18 day of Nov, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Chris Digiovanni, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
exp 5-26-2011

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Brian Gerard Donley

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Jamy Gannoe

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Chris Digiovanni

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public

Date 11/23/10

Signature *Brian Gerard Donley*  
Brian Gerard Donley

STATE OF ) Ohio  
                  ) ss:  
COUNTY OF ) Cuyahoga

On this 23<sup>rd</sup> day of November, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Brian Donley, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

*Scott James Fay*  
Notary Public

SCOTT JAMES FAY  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
My Commission Expires 4-9-11



**Schedule A**

**UNITED STATES PATENT APPLICATION**

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
277-025	12/460,069	07/13/2009	FIXATION SYSTEM, AN INTRAMEDULLARY FIXATION ASSEMBLY AND METHOD OF USE
277-043	12/658,699	02/11/2010	FIXATION SYSTEM, AN INTRAMEDULLARY FIXATION ASSEMBLY AND METHOD OF USE