# 502211787 01/29/2013

### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Joseph Michael O'Reilly	12/17/2012
Philip Harris Frank	01/26/2013
Nicholas Joseph Bender	01/18/2013
Michael Charles Strycharz	01/02/2013

### **RECEIVING PARTY DATA**

Name:	EBI, LLC
Street Address:	100 Interpace Parkway
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13753082

# **CORRESPONDENCE DATA**

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 1: 5445 Corporate Drive

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ATTORNEY DOCKET NUMBER:	5490S-000747/US/COB
NAME OF SUBMITTER:	Brian D. Hollis

Total Attachments: 7

PATENT REEL: 029715 FRAME: 0083 137F

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PATENT REEL: 029715 FRAME: 0084

## **ASSIGNMENT BY INVENTORS**

THIS ASSIGNMENT is made by Joseph Michael O'Reilly, residing at 14627 Old Farm Road, Granger, IN 46530; Philip Harris Frank, residing at 62 Courter Avenue, Maplewood, NJ 07040; Nicholas Joseph Bender, residing at 8005 Chatahoochie Lane, Raleigh, NC 27616; and Michael Charles Strycharz, residing at 176 Regency Drive, Kingsport, TN 37663 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in METHOD AND APPARATUS FOR ORTHOPEDIC FIXATION, set forth in a Patent application for Letters Patent of the United States, executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration); and

WHEREAS, EBI, LLC, a Limited Liability Company organized under and pursuant to the laws of Indiana having its principal place of business at 100 Interpace Parkway, Parsippany, New Jersey 07054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters

PATENT REEL: 029715 FRAME: 0085 Patent, and all rights under the International Convention for the Protection of Industrial Property, including the right to recover for past infringements, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant to and agree with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, make all lawful declarations and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns except for reimbursement of reasonable out-of-pocket expenses incurred by Assignor, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions

and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its

successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this

Assignment any further identification which may be necessary or desirable in order to

comply with the rules of the United States Patent and Trademark Office for recordation of

this document:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 94507

AND Assignors acknowledge an obligation of assignment of this invention to

Assignee at the time the invention was made.



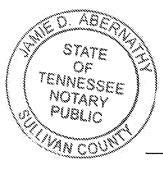
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FRANCINE ANN GIANNI NOTARY PUBLIC OF NEW JERSEY My Commission Expires Sept. 10, 2017.

	Nicholas Joseph Bender
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Michael Charles Sprycharz

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**RECORDED: 01/29/2013**