PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael O'Neil	05/01/2013
Andrew Topulous	05/13/2013
Robert Hurley	05/07/2013

RECEIVING PARTY DATA

Name:	DePuy Spine, Inc
Street Address:	325 Paramount Drive
City:	Raynham
State/Country:	MASSACHUSETTS
Postal Code:	02767

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13668892

CORRESPONDENCE DATA

Fax Number: 6173109000

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

Phone: 617-439-2000 docket@nutter.com Email:

Correspondent Name: Nutter McClennen & Fish LLP

Address Line 1: 155 Seaport Blvd. Address Line 2: Seaport West

Boston, MASSACHUSETTS 02210 Address Line 4:

ATTORNEY DOCKET NUMBER:	101896-1275
NAME OF SUBMITTER:	/Rory P. Pheiffer/
Signature:	/Rory P. Pheiffer/

REEL: 030738 FRAME: 0001

PATENT

Date:	07/03/2013
Total Attachments: 10 source=101896-1275-Assignments#page1.: source=101896-1275-Assignments#page2.: source=101896-1275-Assignments#page3.: source=101896-1275-Assignments#page4.: source=101896-1275-Assignments#page6.: source=101896-1275-Assignments#page7.: source=101896-1275-Assignments#page8.: source=101896-1275-Assignments#page8.: source=101896-1275-Assignments#page9.: source=101896-1275-Assignments#page9.:	if

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Michael O'Neil, residing at 11 Gemini Drive, West Barnstable, MA 02668; Andrew Topoulos, residing at 12 Highland Road, Wareham MA, 02571 and Robert Hurley, residing at 71 South Meadow Road, Carver, MA 02330 (hereinafter referred to as Assignors), respectively;

WHEREAS, DePuy Spine, Inc., a Corporation organized under and pursuant to the laws of Ohio having its principal place of business at 325 Paramount Drive, Raynham, Massachusetts 02767 (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, already filed on **November 5, 2012** as U.S. Application No. 13/668,892; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other 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, and all rights under the International Convention for the Protection of Industrial Property, 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 and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths 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, 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 for Patents 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:

NUTTER MCCLENNEN & FISH LLP

All practitioners at Customer Number 21125

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF	F, Assignor has hereunto set his hand and seal this day of
,	
(L.S.)	
	Michael O'Neil
STATE OF	
COUNTY OF) ss:)
BE IT REMEMBERED, that	on this day of,, before me, a Notary
Public, personally appeared M	lichael O'Neil , who I am satisfied is the person named in and
who executed the foregoing in	nstrument in my presence, and I having first made known to him
the contents thereof, he did ac	knowledge that he signed, sealed, and delivered the same as his
voluntary act and deed for the	uses and purposes therein expressed.
	_ (official signature and seal of notary)
My Commission Expires:	

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 13 day of
May, 2013
(L.S.) Andrew Topoulos
STATE OF RHOOK INAUO)
STATE OF RHOOK TYANO) (COUNTY OF KENT)
BE IT REMEMBERED, that on this <u>134</u> day of <u>MAY</u> , <u>2013</u> , before me, a Notary
Public, personally appeared Andrew Topoulos , who I am satisfied is the person named in
and who executed the foregoing instrument in my presence, and I having first made known to
him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same
as his voluntary act and deed for the uses and purposes therein expressed.
Sandia a Davis (official signature and seal of notary)
My Commission Expires: 1/25/2017

IN TESTIMONY WHEREOF	F, Assignor has hereunto set his hand and seal this day of
(L.S.)	
	Robert Hurley
STATE OF	_)
COUNTY OF) ss:
BE IT REMEMBERED, that	on this day of,, before me, a Notary
Public, personally appeared R	obert Hurley, who I am satisfied is the person named in and
who executed the foregoing in	strument in my presence, and I having first made known to him
the contents thereof, he did ac	knowledge that he signed, sealed, and delivered the same as his
voluntary act and deed for the	uses and purposes therein expressed.
	_ (official signature and seal of notary)
My Commission Expires:	

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by **Michael O'Neil**, of 325 Paramount Drive, Raynham, MA 02767; **Andrew Topulous**, residing at 12 Highland Road, Wareham MA, 02571 and **Robert Hurley**, of 325 Paramount Drive, Raynham, MA 02767 (hereinafter referred to as Assignors), respectively;

WHEREAS, DePuy Synthes Products, LLC, a Limited Liability Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 325 Paramount Drive, Raynham, Massachusetts 02767 (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, already filed on November 5, 2012 as U.S. Application No. 13/668,892; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other 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, and all rights under the International Convention for the Protection of Industrial Property, 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 and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths 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, 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 for Patents 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:

NUTTER MCCLENNEN & FISH LLP

All practitioners at Customer Number 21125

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

IN TESTIMONY WHEREOF	, Assignor has hereunto set his h	nand and seal this \(\sum_{\text{day}} \) day of
MM, 2013		
(L.S.)	Michael O'Neil	Mel
STATE OF Massachusetts)	\bigvee
COUNTY OF Bristol) ss:)	
BE IT REMEMBERED, that of	on this 18th day of May,	2013, before me, a Notary
Public, personally appeared M	lichael O'Neil, who I am satisfic	ed is the person named in and
who executed the foregoing in	strument in my presence, and I	having first made known to him
the contents thereof, he did ack	knowledge that he signed, sealed	d, and delivered the same as his
voluntary act and deed for the	uses and purposes therein expre	essed.
Amy Pellete	_ (official signature and seal of r	notary)
My Commission Expires:	1-0-2010	

IN TESTIMONY WHEREOF	, Assignor has hereunto set his hand and seal this day of	
(L.S.)		
	Andrew Topulous	
STATE OF Massachusetts)	
COUNTY OF Bristol) ss:)	
BE IT REMEMBERED, that	on this day of,, before me, a Notary	
Public, personally appeared A	ndrew Topulous, who I am satisfied is the person named in	
and who executed the foregoin	ng instrument in my presence, and I having first made known to	
him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same		
as his voluntary act and deed for the uses and purposes therein expressed.		
(official signature and seal of notary)		
My Commission Expires:		

IN TESTIMONY WHEREOF	F, Assignor has hereunto set his hand and seal this day of
(L.S.)	Robert Hurley
STATE OF Massachusetts	.)
COUNTY OF Bristol) ss:)

BE IT REMEMBERED, that on this 7 day of May, 2013, before me, a Notary Public, personally appeared **Robert Hurley**, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(official signature and seal of notary)

Expires: [-5-20/8] My Commission Expires:____

RECORDED: 07/03/2013

