502415125 07/11/2013

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Steven L. Haddad	06/21/2013

RECEIVING PARTY DATA

Name:	Zimmber GmbH	
Street Address:	Sulzer Allee 8	
City:	CH-8404 Winterthur	
State/Country:	SWITZERLAND	

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	61569052
Application Number:	13708213
Application Number:	13767462
PCT Number:	US2012068449

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Chris Hammond
Signature:	/Chris Hammond/

REEL: 030774 FRAME: 0629

PATENT

Date:	07/11/2013
Total Attachments: 4 source=4394.000001 Assignment#page1.tif source=4394.000001 Assignment#page2.tif source=4394.000001 Assignment#page3.tif source=4394.000001 Assignment#page4.tif	

PATENT REEL: 030774 FRAME: 0630

PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") is made as of the 21st day of June, 2013 (the "Effective Date"), by and between Zimmer GmbH, a corporation organized under the laws of Switzerland ("Buyer"), and Steven L. Haddad, M.D. ("Seller").

Recitals

- A. Pursuant to the terms of the Asset Purchase Agreement dated as of June 21, 2013, by and between Buyer and Seller (the "Purchase Agreement"), Buyer has purchased from Seller all of its right, title and interest in and to the Technology IP Rights, including without limitation all of the Patents constituting part of the Technology IP Rights (including, without limitation, the patent applications listed in Exhibit A attached hereto) (collectively, the "Assigned Patents").
- B. The parties have agreed in the Purchase Agreement to memorialize the assignment of the Assigned Patents from Seller to Buyer in a separate document;
- C. Capitalized terms used and not otherwise defined in this Patent Assignment shall have the meanings given to them in the Purchase Agreement.

In consideration of the mutual promises and premises set forth in the Purchase Agreement and this Patent Assignment and the sums paid and payable by Buyer to Seller under the Purchase Agreement, the parties hereby agree as follows:

Agreement

- 1. Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns, free and clear of all Liens, all of Seller's worldwide right, title and interest in, to and under the Assigned Patents, any and all improvements thereon (filed and unfiled), any and all issued patents and pending patent applications (including utility models, design patents, certificates of invention and applications for certificates of invention and priority rights), including all provisional applications, substitutions, supplemental protection certificates, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations and extensions thereof, in each case, in any jurisdiction, including all priority rights, and any and all patents which may be granted in the United States or foreign countries, to have and to hold the same to the full end of the term or terms for which any and all said patents may be granted, together with all claims for profits or damages due or accrued by reason of past, present, or future infringements of such Assigned Patents, with the right to sue for, and collect the same for Buyer's own use and benefit, and for the benefit of Buyer's successors, assigns, and legal representatives.
- 2. Seller does hereby authorize and request the Commissioner of Patents and Trademarks and all foreign patent offices to issue any and all Assigned Patents to the Buyer as the assignee of the entire right, title and interest in and to the same.
- 3. Seller hereby agree that they shall and will do all lawful acts and execute and deliver, without further compensation, any and all other instruments in writing within their possession or control, further applications, papers, affidavits, powers of attorney, assignments, and other documents which, in the opinion of counsel for Buyer, its successors and assigns, may be reasonably required or necessary to effectively secure to and vest in Buyer, its successors and assigns, the entire right, title and interest in and to the Assigned Patents.

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- 4. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Indiana, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 5. This Patent 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. Delivery of an executed counterpart of this Patent Assignment by facsimile or electronic transmission shall be effective to the fullest extent permitted by applicable law.

[Remainder of page intentionally blank; Signatures to follow]

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IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered as of the Effective Date.

BUYER:

Zimmer GmbH

Name: Marc Matthijs

Title: VP Finance & Controlling EMEA

SELLER;

Steven L. Haddad, M.D.

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EXHIBIT A to Patent Assignment

- 1. U.S. Provisional Patent Application No. 61/569,052, filed on December 9, 2011 and entitled Orthopedic Plate, Orthopedic Device, Method of Coupling Bone Segments, and Method of Assembling an Orthopedic Plate.
- U.S. Patent Application No. 13/708,213, filed on December 7, 2012 and entitled
 Orthopedic Plate, Orthopedic Device, Method of Coupling Bone Segments, and Method
 of Assembling an Orthopedic Plate.
- 3. PCT Patent Application No. PCT/US2012/068449, filed on December 7, 2012 and entitled Orthopedic Plate, Orthopedic Device, Method of Coupling Bone Segments, and Method of Assembling an Orthopedic Plate.
- 4. U.S. Patent Application No. 13/767,462, filed on February 14, 2013 and entitled Orthopedic Plate, Orthopedic Device, Method of Coupling Bone Segments, and Method of Assembling an Orthopedic Plate.

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*RECORDED: 07/11/2013