

FORM PTO 1585



RECORDATION
U.S. DEPARTMENT
Patent and
PATENT

11/08/2013



103663576

11-08-13

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

1. Name of conveying party(ies):

SYNTHES USA, LLC

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

2. Name and address of receiving party(ies)

Name: **DePuy Spine, LLC**

Street Address:

325 PARAMOUNT DRIVE
RAYNHAM, MA 02767

3. Nature of conveyance:

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

Execution dates: December 30, 2012

4. Application numbers or patent numbers:

A. Patent Applications: 14/059,323 filed on October 21, 2013

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: **Bone Stabilization Device**

7. Total fee (37 C.F.R. 3.41) \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

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

October 28, 2013
Date

Total Number of pages including cover sheet, attachments, and document: 5

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

Do not detach this portion
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

11/12/2013 KNGUYEN1 00000020 14059323
01 FC:8021 40.00 0P

GENERAL ASSIGNMENT AND ASSUMPTION

Pursuant to the terms and conditions of that certain Contribution Agreement, dated as of December 30, 2012 (the "Agreement"), by and between Synthes USA, LLC, a Delaware limited liability company (the "Contributor"), and DePuy Spine, LLC, an Ohio limited liability company (the "Recipient"), the Contributor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, assign, convey, set over, and deliver unto the Recipient, or, in the case of real property, at the direction of the Recipient, as of the date set forth above, the assets set forth on Schedule A (Step 15-4) attached hereto (the "Contributed Assets") and all of the Contributor's right, title, and interest therein.

The Recipient covenants and agrees that as of the date set forth above, the Recipient hereby assumes the obligations and duties of the Contributor under the liabilities associated with the Contributed Assets, if any, as required by the terms of the Agreement, and the Recipient shall be bound by the terms of the governing agreements, commitments, and instruments that it is required to assume by the terms of the Agreement with the same force and effect as if such Recipient was an original party to such governing agreements, commitments, and instruments.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and Assumption to be effective as of the date first above written.

DATED: December 30, 2012

SYNTHES USA, LLC

By: _____

Name: John M. Anspacher

Title: President

DATED: December __, 2012

DEPUY SPINE, LLC

By: _____

Name: John F. Sharkey

Title: Assistant Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT AND ASSUMPTION]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and Assumption to be effective as of the date first above written.

DATED: December ____, 2012

SYNTHES USA, LLC

By: _____

Name: John M. Anspacher

Title: President

DATED: December 30, 2012

DEPUY SPINE, LLC

By: _____

Name: John F. Sharkey

Title: Assistant Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT AND ASSUMPTION]

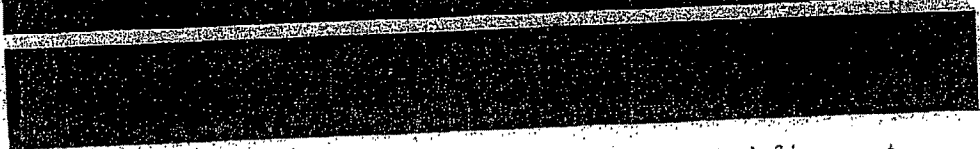
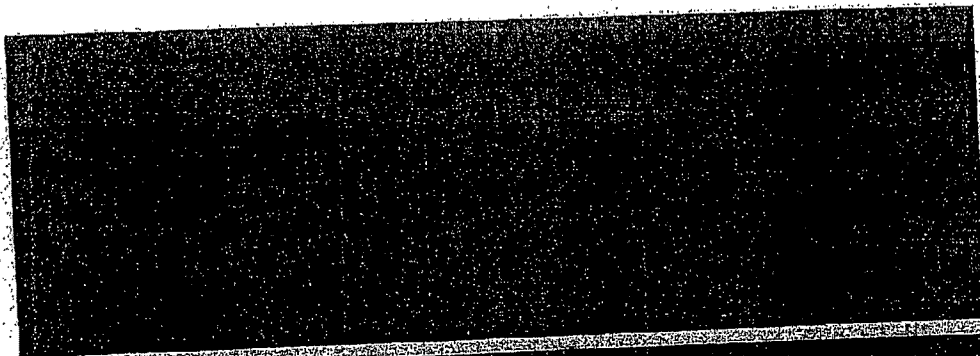
Schedule A (Step 16-4)

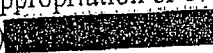
Contributed Assets

Synthes USA, LLC

(a) Other than the Excluded Assets as provided in (e) below, all intellectual property owned by the Contributor on the Effective Date, including:

(i) all inventions (whether patentable or unpatentable and whether or not reduced to practice); all improvements to any inventions; and all patents, patent applications, patent disclosures, utility models, certificates of invention and industrial designs, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, and reexaminations, and any patent or patent application that claims priority to any of the foregoing, including without limitation the properties listed in Schedule A-1 (Step 16-4);



(iv) all claims or rights of action arising out of or related to any infringement, misappropriation or other violation of the foregoing intellectual property listed in (a)(i)  including rights to recover damages for past, present and future violations thereof;

