

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2669388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYNTHES USA, LLC	12/30/2012
RECEIVING PARTY DATA	
Name:	DEPUY SPINE, LLC
Street Address:	325 PARAMOUNT DRIVE
City:	RAYNHAM
State/Country:	MASSACHUSETTS
Postal Code:	02767-0350
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13920310
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
Phone:	215-568-3100
Email:	assignments@woodcock.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BAKER & HOSTETLER LLP
Address Line 1:	2929 ARCH STREET
Address Line 2:	CIRA CENTRE, 12TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104
ATTORNEY DOCKET NUMBER:	SYNT-5867
NAME OF SUBMITTER:	ANN TREVISANI
Signature:	/Ann Trevisani/
Date:	01/07/2014

Total Attachments: 6

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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);

[REDACTED]

[REDACTED]

(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) [REDACTED] including rights to recover damages for past, present and future violations thereof;

[REDACTED]

[REDACTED]

[REDACTED]

Schedule A-1 (Step 16-4)

Synthes USA, LLC

[See Attached]

