### PATENT ASSIGNMENT COVER SHEET

# Electronic Version v1.1 Stylesheet Version v1.2

# EPAS ID: PAT2682461

SUBMISSION TYPE:			NEW ASSIGNMENT	
NATURE OF CONVEY	ANCE:		CHANGE OF NAME	
CONVEYING PARTY	DATA			
		N	lama	Execution Data
		N	lame	Execution Date
DEPUY ORTHOPAEL	DICS, INC.			12/30/2012
RECEIVING PARTY D	ATA			
Name:	DEPUY SPI	NE, INC	х.	
Street Address:	325 PARAM	О ТИ ОС	DRIVE	
City:	RAYNHAM			
State/Country:	MASSACHU	SETTS		
Postal Code:	02767			
PROPERTY NUMBER		12054	Number	
Application Number:		12054	/18	
CORRESPONDENCE	DATA			
Fax Number:	(732	2)524-2	808	
Phone:	732	524275	9	
Email:		-	@corus.jnj.com	
			hen the email attempt is unsuccessful.	
Correspondent Name: Address Line 1:			JOHNSON ISON & JOHNSON PLAZA	
Address Line 1: Address Line 4:			NSWICK, NEW JERSEY 08933	
NAME OF SUBMITTE	R:		ANGELINA PETTI	
Signature:			/ANGELINA PETTI/	
Date:			01/15/2014	
Total Attachments: 7 source=Orthopaedics.s source=Orthopaedics.s				PATENT

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source=Orthopaedics.SpineInc#page3.tif source=Orthopaedics.SpineInc#page4.tif source=Orthopaedics.SpineInc#page5.tif source=Orthopaedics.SpineInc#page6.tif source=Orthopaedics.SpineInc.Schedule#page1.tif

#### GENERAL ASSIGNMENT AND ASSUMPTION

Pursuant to the terms and conditions of that certain Contribution Agreement, dated as of December 30, 2012 (the "<u>Agreement</u>"), by and between DePuy Orthopaedics, Inc., an Indiana corporation (the "<u>Contributor</u>"), and DePuy Spine, Inc., an Ohio corporation (the "<u>Recipient</u>"), the Contributor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, assign, convey, 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 <u>Schedule A (Step 9-1)</u> attached hereto 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 set forth on <u>Schedule B (Step 9-1)</u> attached hereto 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 <u>30</u>, 2012

**DEPUY ORTHOPAEDICS, INC.** 

By:

Name: John/F. Sharke Title: Assistant Secretary

DATED: December 30, 2012

**DEPUY SPINE, INC.** 

By: Name: John F. Sharkey

Title: Assistant Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT AND ASSUMPTION]

# Schedule A (Step 9-1)

Contributed Assets

DePuy Orthopaedics, Inc.

(a) Other than the Excluded Assets as provided in (g) 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 <u>Schedule A-1 (Step 9-1)</u>;



(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) for the foregoing including rights to recover damages for past, present and future violations thereof;

#### Schedule A-3 (Step 9-1)

#### Intellectual Property of Advanced Technologies and Regenerative Medicine, LLC

(a) Other than the ATRM Excluded Assets as provided in (c) below, all intellectual property owned by ATRM and received by the Contributor pursuant to the ATRM Merger Agreement, 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 <u>Schedule A-3.1 (Step 9-1);</u>



(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;

#### Schedule A-3 (Step 9-1)

#### Intellectual Property of Advanced Technologies and Regenerative Medicine, LLC

(a) Other than the ATRM Excluded Assets as provided in (c) below, all intellectual property owned by ATRM and received by the Contributor pursuant to the ATRM Merger Agreement, 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 <u>Schedule A-3.1 (Step 9-1);</u>



(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;

# Schedule A-3.1 (Step 9-1)

Advanced Technologies and Regenerative Medicine, LLC

[See Attached]

<b>Ju</b> nt. Ref.	App. No.	Filing Date	Pat. No.	Country	issue Date	Title	Memotech Owner Company
HETH5073JPPCT12	2007-548532	22/DEC/2005		٩		POSPPARTUM CELLS DERIVED FROM UMBILICAL CORD TISSUE, AND METHODS OF MAKING AND USING THE SAME	ATRM
	2530412	25/JUN/2004		CA		POSPPARTUM CELLS DERIVED FROM UMBILICAL CORD TISSUE, AND METHODS OF MAKING AND USING THE SAME	ATRM
ETH5073EPEPT8	05855417.1	22/DEC/2005		۵. Ш		POSPPARTUM CELLS DERIVED FROM UMBILICAL CORD TISSUE, AND METHODS OF MAKING AND USING THE SAME	ATRM
ETH5073USCIP7	12/054718	25/MAR/2008		ns		REPAIR AND REGENERATION OF OCULAR TISSUE USING POSTPARTUM-DERIVED CELLS	ATRM
ETH5073USCNT1	12/389305	19/FEB/2009		SN		POSTPARTUM CELLS DERIVED FROM UMBILICAL CORD TISSUE, AND METHODS OF MAKING AND USING THE SAME	ATRM
ETH5073USCNT2	12/429849	24/APR/2009	8277796	SN	02/OCT/2012	REGENERATION AND REPAIR OF NEURAL TISSUE USING POSTPARTUM-DERIVED CELLS	ATRM
601020180108 FEEL:031	12/697081	29/JAN/2010	8361459	sn	29/JAN/2013	TREATMENT OF STROKE AND OTHER ACUTE NEURAL DEGENERATIVE DISORDERS USING POSTPARTUM-DERIVED CELLS	ATRM
1013656101 PATENT 971 FRA	10183053.7	25/JUN/2004		<u>е</u> Ш		POSPPARTUM CELLS DERIVED FROM UMBILICAL CORD TISSUE, AND METHODS OF MAKING AND USING THE SAME	ATRM
₩E:1H50/3ATETD1				AT		POSPPARTUM CELLS DERIVED FROM UMBILICAL CORD TISSUE, AND METHODS OF MAKING AND USING THE SAME	ATRM

Schedule A-3.1 (Step 9-1)

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