

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2696753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEPUY PRODUCTS, INC.	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: 6	
Property Type	Number
Patent Number:	7819925
Patent Number:	7186364
Patent Number:	7896921
Patent Number:	7883653
Patent Number:	7879275
Application Number:	12911053
CORRESPONDENCE DATA	
Fax Number:	(732)524-2808
Phone:	732-524-6956
Email:	JNJUSPATENT@CORUS.JNJ.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	PHILIP S. JOHNSON
Address Line 1:	ONE JOHNSON & JOHNSON PLAZA
Address Line 2:	JOHNSON & JOHNSON
Address Line 4:	NEW BRUNSWICK, NEW JERSEY 08933-7003
ATTORNEY DOCKET NUMBER:	DEP0615USDIV1, ET AL.

PATENT

NAME OF SUBMITTER:	CRYSTAL WASHINGTON
Signature:	/Crystal Washington/
Date:	01/24/2014
Total Attachments: 5 source=Step 15-5 DePuy Products redacted wo sched#page1.tif source=Step 15-5 DePuy Products redacted wo sched#page2.tif source=Step 15-5 DePuy Products redacted wo sched#page3.tif source=Step 15-5 DePuy Products redacted wo sched#page4.tif source=Step 15-5 DePuy Products redacted wo sched#page5.tif	

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Agreement") is made effective as of December 30, 2012 (the "Effective Date"), by and between DePuy Products, Inc., an Indiana corporation (the "Contributor"), and DePuy Spine, LLC, an Ohio limited liability company (the "Recipient").

WHEREAS, the Contributor is the holder of 100 percent of the membership interests of the Recipient;

WHEREAS, the Contributor desires to make a contribution to the capital of the Recipient consisting of all of the Contributor's right, title, and interest in and to the assets described on Schedule A (Step 15-5) hereto (the "Contributed Assets"), subject to the assumption by the Recipient of all of the liabilities and obligations associated with the Contributed Assets (the "Assumed Liabilities"), if any; and

WHEREAS, the Recipient desires to accept the Contributed Assets and to assume all of the Assumed Liabilities, if any, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein made, the parties hereto hereby agree as follows:

Section 1. Contribution.

(a) The Contributor hereby agrees, on the Effective Date, to contribute all of its right, title, and interest in and to the Contributed Assets to the Recipient, and the Recipient hereby agrees to accept the Contributed Assets from the Contributor.

(b) The Recipient hereby agrees, on the Effective Date, to assume the obligations and duties of the Contributor under the Assumed Liabilities, with the same force and effect as if the Recipient was an original party to the Assumed Liabilities. From and after such assumption, the Contributor shall have no further obligations in respect of the Assumed Liabilities

(d) Upon the completion of the transfer of the Contributed Assets, the Recipient shall be entitled to all benefits and burdens of ownership of the Contributed Assets, including the right to transfer the Recipient's interest to third parties.

Section 5. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified in any respect or to any extent whatsoever, except by an instrument in writing, executed by each of the parties hereto.

(b) This Agreement is binding upon and inures to the benefit of the parties named herein and their respective successors and assigns.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

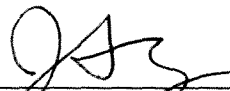
[REDACTED]

[REDACTED]


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

DEPUY PRODUCTS, INC.

By: 
Name: John F. Sharkey
Title: Assistant Secretary

DEPUY SPINE, LLC

By: 
Name: John F. Sharkey
Title: Assistant Secretary

[SIGNATURE PAGE OF CONTRIBUTION AGREEMENT]

Schedule A

Contributed Assets

Schedule A (Step 15-5)

Contributed Assets

DePuy Products, Inc.

(a) Other than the Excluded Assets as provided in (d) 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 15-5);

[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]