### 502670164 02/06/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Date:

502670164

EPAS ID: PAT2716771

SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY	DATA						
		N	lame	Execution Date			
SYNTHES USA, LLC				12/30/2012			
RECEIVING PARTY	DATA						
Name:	DEPUY SPIN	NE, LLO	2				
Street Address:	325 PARAMO	OUNT	DRIVE				
City:	RAYNHAM						
State/Country:	MASSACHU	MASSACHUSETTS					
Postal Code:	02767-0350						
PROPERTY NUMBERS Total: 1  Property Type Number							
Application Number: 13829		13829	9171				
CORRESPONDENCI	(405	5)607-8					
Phone: 4056078600  Email: 4056078600  nrouse@dunlapcodding.com, agraves@dunlapcodding.com, docketing@dunlapcodding.com							
Correspondence will Correspondent Name Address Line 1:	e: DUN		then the email attempt is unsuccessful. CODDING, P.C. 16370				
Address Line 4: OKLAHOMA CITY, OKLAHOMA 73113-2370							
ATTORNEY DOCKET NUMBER:			769230.047				
NAME OF SUBMITTER:			NICHOLAS D. ROUSE				
Signature:			/nicholasdrouse/				

02/06/2014

#### Total Attachments: 5

source=769230.047 EXECUTED Assignment - Step 16-4 Synthes USA to DePuy Spine#page1.tif source=769230.047 EXECUTED Assignment - Step 16-4 Synthes USA to DePuy Spine#page2.tif source=769230.047 EXECUTED Assignment - Step 16-4 Synthes USA to DePuy Spine#page3.tif source=769230.047 EXECUTED Assignment - Step 16-4 Synthes USA to DePuy Spine#page4.tif source=769230.047 EXECUTED Assignment - Step 16-4 Synthes USA to DePuy Spine#page5.tif

## 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 Assumption to be effective as of the da	parties hereto have executed this General Assignment and te first above written.
DATED: December 30, 2012	SYNTHES USA, LLC
	By: L. M. Culur Name: John M. Anspacher Title: President
DATED: December, 2012	DEPUY SPINE, LLC

Title: Assistant Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT AND ASSUMPTION]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment ar	nd
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 <u>36</u>, 2012

**DEPUY SPINE, LLC** 

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 plains annights of action wising and of an late 14 and 15 city
(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-1 (Step 16-4)

Internal Ref.	App. No.	Filing Date	Pat. No.	Country Is	sue Date	Title	Owner Company
T01935P	61683382	15-Aug-12		US		Bone Plate Suture Anchor	Synthes USA, LLC
T01952P				US		Universal-Lengths-Screw	Synthes USA, LLC
T01957US	13676832	14-Nov-12		US		Femoral Neck Fracture Implant	Synthes USA, LLC
T01961P				US		Coating for a Ti Alloy Substrate	Synthes USA, LLC
T01973P				US		DLC & PEEK Bearing for Joint Arthroplasty	Synthes USA, LLC
T01975P	61598922	15-Feb-12		US		Single Patient Use Depth Gauge	Synthes USA, LLC
T01975US				US		Single Patient Use Depth Gauge	Synthes USA, LLC
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Page 72 12/31/2012