502675559 02/11/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2722166

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY D	ATA				
N			ame	Execution Date	
SYNTHES USA, LLC				06/17/2009	
RECEIVING PARTY DA	\TA				
Name: SYNTHES GMBH					
Street Address:	EIMATTSTRA	SSE 3			
City:	OBERDORF	OBERDORF			
State/Country:	SWITZERLAN	D			
Postal Code:	CH-4436				
Application Number: 14082					<u></u>
					
		140822	275		
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PATENT REEL: 032194 FRAME: 0074

ASSIGNMENT

WHEREAS, **Synthes USA, LLC**, ASSIGNOR, a Delaware Limited Liability Company organized under the laws of the State of Delaware and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, has all right, title and interest in the invention disclosed, described and/or claimed in PCT International Application No. PCT/US2009/036659, which was filed with the United States Patent and Trademark Office on March 10, 2009, entitled NESTED EXPANDABLE SLEEVE IMPLANT, and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Stroock & Stroock & Lavan LLP Attorney Docket No. 001227/1661, and which claims priority to U.S. Provisional Application No. 61/036,766, filed on March 14, 2008, identified by Stroock & Stroock & Lavan LLP Docket No. 001227/1462.

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, CH-4436 Oberdorf, Switzerland, is desirous of obtaining the entire right, title and interest to and under the Invention, including the right to bring an action and recover damages for past infringements, if any, in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Excluded Geographic Locations").

AND WHEREAS, ASSIGNOR, is desirous of assigning its entire right, title and interest to the Invention in all geographic locations except the Excluded Geographic Locations to the ASSIGNEE, including the right to bring an action and recover damages for past infringement, if any.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR'S rights, title and interest in the Invention in all geographic locations except the Excluded Geographic Locations including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding patent applications and all divisions, renewals and continuations thereof, and all Patents which may be granted thereon and all reissues and extensions thereof; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Invention in all geographic locations except the Excluded Geographic Locations, and all extensions, renewals and reissues thereof.

AND ASSIGNOR HEREBY authorizes and requests said ASSIGNEE, its successors, legal representatives, or assigns to insert hereinafter when known the application number and filing date of any international, regional, or national application already filed or filed hereafter for the Invention.

Country:	Application No.	Filing Date
	• •	<u> </u>

NOW, THEREFORE, ASSIGNEE shall obtain all said rights, title and interest in the Invention in all geographic locations except the Excluded Geographic Locations.

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting the Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Invention in all geographic locations except the Excluded Geographic Locations.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he is fully authorized and empowered to do so and signs his name on the date indicated below.

PATENT REEL: 032194 FRAME: 0075

ASSIGNOR:	Synthes USA, LLC
Dennis J. Butler	Authorized to sign on behalf of Synthes USA, LLC
Signature:	
Position/Title:	Patent Course
Address:	1302 Wrights Lane East West Chester, Pennsylvania 19380
Date:	Zune 17,2009
Commonwealth of Penn	· · · · · · · · · · · · · · · · · · ·
County of Chester) SS:)
acknowledged to me that	, before me, Carrie A. McPherson, Notary Public, personally appeared Dennis J. Butler, personally assis of satisfactory evidence to be the person whose name is subscribed to the within instrument and the executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s) of which the person(s) acted, executed the instrument.
WITNESS my hand and	official seal
Carrie S. /	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Carrie A. McPherson, Notary Public West Chester Boro, Chester County My Commission Expires Jan. 27, 2010 Member, Pennsylvania Association of Notaries
ASSIGNEE:	Synthes GmbH
Dennis J. Butler	Authorized to sign on behalf of Synthes GmbH
Signature:	$\mathcal{D}_{\mathcal{R}}$
Position/Title:	Patent Counsel
Address:	Eimattstrasse 3 CH-4436 Oberdorf Switzerland
Date:	June 17, 2009
Commonwealth of Penns	
County of Chester) SS:)
acknowledged to me that	, before me, Carrie A. McPherson, Notary Public, personally appeared Dennis J. Butler, personally asis of satisfactory evidence to be the person whose name is subscribed to the within instrument and the executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s) of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carrie A. McPherson, Notary Public West Chester Boro, Chester County My Commission Expires Jan. 27, 2010

Member, Pennsylvania Association of Notaries