

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYNTHES USA, LLC	06/17/2009
RECEIVING PARTY DATA	
Name:	SYNTHES GMBH
Street Address:	EIMATTSTRASSE 3
City:	OBERDORF
State/Country:	SWITZERLAND
Postal Code:	CH-4436
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14082275
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-6178
NAME OF SUBMITTER:	ANN TREVISANI
Signature:	/Ann Trevisani/
Date:	02/11/2014
Total Attachments: 2 source=Assignment_Synthes USA to Synthes GmbH#page1.tif source=Assignment_Synthes USA to Synthes GmbH#page2.tif	

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 _____

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.

