

## PATENT ASSIGNMENT COVER SHEET

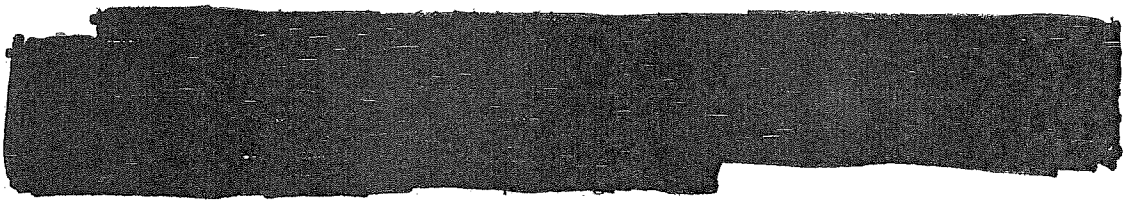

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2766175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	THE PENN STATE RESEACH FOUNDATION	03/05/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THERMOPLASTIC PRODUCTS CORPORATION	
<b>Street Address:</b>	7124 RED TOP ROAD	
<b>City:</b>	HUMMELSTOWN	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	17036	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13835719
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(610)719-5143	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	610-719-5231	
<b>Email:</b>	JNJUSPATENT@CORUS.JNJ.COM	
<b>Correspondent Name:</b>	JOHNSON & JOHNSON	
<b>Address Line 1:</b>	ONE JOHNSON & JOHNSON PLAZA	
<b>Address Line 2:</b>	PHILIP S. JOHNSON, ESQ.	
<b>Address Line 4:</b>	NEW BRUNSWICK, NEW JERSEY 08933-7003	
<b>ATTORNEY DOCKET NUMBER:</b>	DSP5013USNP	
<b>NAME OF SUBMITTER:</b>	SUZANNE GANNON	
<b>SIGNATURE:</b>	/Suzanne Gannon/	
<b>DATE SIGNED:</b>	03/13/2014	
<b>Total Attachments: 5</b>		
source=DSP5013USNP-UPENN to TPC Assignment#page1.tif		
source=DSP5013USNP-UPENN to TPC Assignment#page2.tif		
source=DSP5013USNP-UPENN to TPC Assignment#page3.tif		
source=DSP5013USNP-UPENN to TPC Assignment#page4.tif		
source=DSP5013USNP-UPENN to TPC Assignment#page5.tif		

## INVENTION ASSIGNMENT AGREEMENT

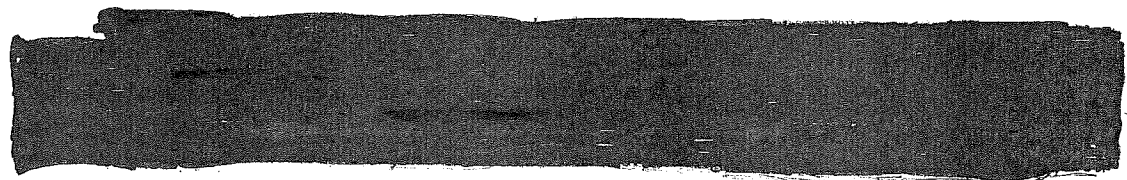
This Invention Assignment Agreement ("Assignment Agreement"), effective upon February 28, 2014 ("Effective Date"), is by and among The Penn State Research Foundation, a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an office at 304 Old Main, University Park, PA 16802 ("PSRF") and Barry M. Fell, a citizen of the United States of America, with an address of 7124 Red Top Road, Hummelstown, PA 17036 ("Fell") (hereinafter, PSRF and Fell shall each be referred to as an "Assignor" and shall together be referred to as the "Assignors"), and Thermoplastic Products Corporation a corporation organized under the laws of the State of Pennsylvania and having a principal place of business at 7124 Red Top Road, Hummelstown, Pennsylvania 17036 ("Assignee"), and for purposes of Section 1.2, 4, 5 and 6 of this Invention Assignment Agreement only, Synthes USA LLC, a Delaware limited liability company having its principal place of business at 1302 Wrights Lane east, West Chester, Pennsylvania 19380 ("Synthes") (hereinafter, Assignors, Assignee and Synthes shall be referred to as a "Party" and together shall be referred to as the "Parties").



WHEREAS, Dr. Peter W. Dillon, a citizen of the United States of America, Dr. Donald R. Macky, a citizen of the United States of America, and Dr. Randy S. Haluck, a citizen of the United States of America, each an employee of The Pennsylvania State University ("PSU"), an affiliated entity of PSRF (hereinafter, "PSU Inventors"), along with Fell, a citizen of the United States of America, an employee of TPC, and Christopher A. Campbell, Christoph A. Roth, Bryan Griffith, and Mark Grady, an employee of Synthes, are the inventors of the invention disclosed, described and/or claimed in the United States Patent Application No. 13/835,719, which was filed with the United States Patent and Trademark Office on March 15, 2013 entitled "BONE REPAIR SYSTEM, KIT AND METHOD", and all inventions that are described, disclosed and claimed therein (hereinafter, the "Invention");

WHEREAS, pursuant to the terms of PSU's Intellectual Property Agreement, the PSU Inventors have each assigned their entire right, title and interest in and to the Invention to PSRF, an Assignor hereunder;

WHEREAS, Assignee, is desirous of obtaining the Assignors' entire right, title and interest in, to and under the Invention as described, disclosed and/or claimed in the above-identified application;



[REDACTED]

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment.

1.1. In consideration of the mutual understandings set forth in the Recitals above, Assignors have sold, assigned, transferred and set over, and hereby sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, their entire right, title and interest in, to and under the Invention, and all applications related thereto for industrial property protection, including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for the Invention in any country, together with the right to file such application and the right to claim for the same the priority rights derived from the application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, 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 any country and all extensions, renewals and reissues thereof; including all applications for industrial property, all divisions, renewals, continuations-in-part and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof and all countries throughout the world.

[REDACTED]

[REDACTED]

2. No Warranty.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT AGREEMENT, PSRF, PSU, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES, AND FELL, MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS ASSIGNMENT AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY.

GIVEN BY PSRF THAT THE PRACTICE BY ASSIGNEE OF THE INTELLECTUAL PROPERTY RIGHTS GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY.

3. Other Covenants.

3.1 Each Assignor hereby authorizes Assignee, its successors, legal representatives or assigns to insert on Schedule A when known the application number and filing date of any international, regional or national application already filed or filed hereafter for the Invention.

3.2 Each Assignor hereby authorizes and requests the Commissioner of Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3.3 Each 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 representing the Invention, and that it will, at Assignee's expense, execute all papers, give any required testimony, and perform other lawful acts, as Assignee may require to enable Assignee to perfect Assignee's interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey and uphold the validity of said patent and reissues and extensions thereof, and Assignee's interest therein.

4. Governing Law.

This Assignment Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, except that questions affecting the construction and effect of any patent shall be determined by the law of the country where the patent was granted.

5. Counterparts.

This Assignment Agreement may be executed simultaneously in one or more counterparts, including by facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

6. Recitals.


The Parties agree that each of the Recitals are incorporated into the terms of this Assignment Agreement by this reference.

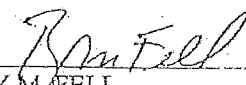
[Signatures on the following page]

IN TESTIMONY THEREOF, we have hereunto signed our names on the date indicated opposite our respective signatures.

ASSIGNORS:

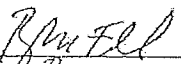
THE PENN STATE RESEARCH FOUNDATION

BY:   
NAME: David E. Branigan  
TITLE: Treasurer  
DATE: \_\_\_\_\_

  
BARRY M. FELL  
DATE: 3/5/14

ASSIGNEE:

THERMOPLASTIC PRODUCTS CORPORATION

BY:   
NAME: Barry M. Fell  
TITLE: Pres  
DATE: 3/5/14

FOR PURPOSES OF SECTIONS 1.2, 4, 5 AND 6 OF THE ASSIGNMENT AGREEMENT ONLY:

SYNTHES USA LLC

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SCHEDULE A

DSP5013USNP

U.S. Application No. 13/835719

Filed 03/15/2013

A-1