502745630 03/31/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2792226

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
SYNTHES USA, LLC	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: 1**

Property Type	Number		
Application Number:	14100458		

#### **CORRESPONDENCE DATA**

**Fax Number:** (215)568-3439

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 215-568-3100

Email: assignments@woodcock.com
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:	104525.006282
NAME OF SUBMITTER:	ANN TREVISANI
SIGNATURE:	/Ann Trevisani/
DATE SIGNED:	03/31/2014

### **Total Attachments: 6**

source=SYN0582USCNT1 Assignment\_ Synthes USA to DePuy Spine#page1.tif source=SYN0582USCNT1 Assignment\_ Synthes USA to DePuy Spine#page2.tif source=SYN0582USCNT1 Assignment\_ Synthes USA to DePuy Spine#page3.tif source=SYN0582USCNT1 Assignment\_ Synthes USA to DePuy Spine#page4.tif source=SYN0582USCNT1 Assignment\_ Synthes USA to DePuy Spine#page5.tif source=SYN0582USCNT1 Assignment\_ Synthes USA to DePuy Spine#page6.tif

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PATENT

## 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]

DATED: December <u>30</u> , 2012	SYNTHES USA, LLC
	By: Jh. m. Culur
	Name! John M. Anspacher Title: President
DATED: December, 2012	DEPUY SPINE, LLC
	By:
	Name: John F. Sharkey

Assumption to be effective as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and

Title: Assistant Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT AND ASSUMPTION]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment and
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 <u>Schedule A-1 (Step 16-4)</u>;

(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 (a)(i) including rights to recover damages for past, present an future violations thereof;			
misappropriation or other violation of the foregoing intellectual property listed (a)(i) including rights to recover damages for past, present an			
	misappropriatio (a)(i)	n or other violation of the fore including rights to receive	regoing intellectual property listed

# Schedule A-1 (Step 16-4)

Synthes USA, LLC

[See Attached]

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0069-05PCA1						Replacement Material Kneadable and Pliable Bone	ļ
0069-05PUS1	10510028	2-Apr-03		US		Replacement Material	Synthes USA, LLC
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