# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2804437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
SYNTHES GMBH	09/19/2012

# **RECEIVING PARTY DATA**

Name:	SYNTHES USA, LLC
Street Address:	1302 WRIGHTS LANE EAST
City:	WEST CHESTER
State/Country:	PENNSYLVANIA
Postal Code:	19380
Name:	DEPUY SYNTHES PRODUCTS, LLC
Street Address:	325 PARAMOUNT DRIVE
City:	RAYNHAM
City: State/Country:	RAYNHAM MASSACHUSETTS

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13974310

## **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

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2014

**Total Attachments: 8** 

REEL: 032624 FRAME: 0481

PATENT -



WHEREAS, Synthes GmbH, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 61/692,673, which was filed with the United States Patent and Trademark Office on August 23, 2012, entitled BONE IMPLANT and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Woodcock Washburn LLP Attorney Docket No. SYNT-5500 (T01862P).

AND WHEREAS, Synthes USA, LLC, ASSIGNEE, 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, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any.

AND WHEREAS, ASSIGNOR, is desirous of assigning the entire right, title and interest to the Invention in the Territory, 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 the Territory including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding United States patent applications and all divisions, renewals, continuations-in-part and continuations thereof; and all Patents in the Territory 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 said Invention in the Territory, 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: US	Application No	13/974,310	Filing Date _	08/23/2013
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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 said 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 said Invention in the Territory.

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 sets his hand and seal the day and year set with his signature.

ASSIGNOR:

Synthes GmbH

Synthes GmbH

Names: Fritz & Laise	Authorized to sign on behalf of Synthes GmbH	Authorized to sign on behalf of Synthes  GmbH  Reasy Start
Signature:	742656	ANN IN
Position/Title:	Patent Sunsel	Patent Counsel
Address:	Eimattstrasse 3 CH-4436 Oberdorf Switzerland	Eimatistrasse 3 CH-4436 Oberdorf Switzerland
Date:	19.09.2012	<u>Feb 25, 2013</u>
ASSIGNEE:	Synthes USA, LLC	
Name: BYSA	Authorized to sign on behalf of Synthes USA.	με
Signature:	- hul It hills	
Position/Title:	Patent Counsel	
Address:	1302 Wrights Lane East West Chester, Pennsylvania 19380	
Date	June & Carl Comme	

WHEREAS, Synthes GmbH, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 61/710,830, which was filed with the United States Patent and Trademark Office on October 8, 2012, entitled INTRAMEDULLARY FIXATION SYSTEM and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by Woodcock Washburn LLP Attorney Docket No. SYNT-5382 (T01874P).

AND WHEREAS, Synthes USA, LLC, ASSIGNEE, 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, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any.

AND WHEREAS, ASSIGNOR, is desirous of assigning the entire right, title and interest to the Invention in the Territory, 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 the Territory including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding United States patent applications and all divisions, renewals, continuations-in-part and continuations thereof; and all Patents in the Territory 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 said Invention in the Territory, 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: US	Application No. 13/974,310	Filing Date 08/23/2013

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 said 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 said Invention in the Territory.

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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 sets his hand and seal the day and year set with his signature.

ASSIGNOR:	Synthes GmbH	Synthes GmbH	
Names: Fritz Kantad	Authorized to sign on behalf of Synthes GmbH	Authorized to sign on behalf of Synthes GmbH	
Signature: Position/Title:	247616	amande Illeul	
rosition/ fue:	Patent Counsel	Patent Counsel	
Address:	Eimattstrasse 3 CH-4436 Oberdorf	Eimattstrasse 3 CH-4436 Oberdorf	
Date:	/2 · 10 · ? = 1 2	Switzerland Oct-12, Za12	
ASSIGNEE:	Synthes USA, LLC		
Name:	Authorized to sign on behalf of Synthes USA, L	TC	
Signature:	Character do 11 1 1 1 1 1		
Position/Title:	Paton Counsel		
Address:	1302 Wrights Lane East West Chester, Pennsylvania 19380		
Date:	not 17 7817-		

WHEREAS, **Synthes GmbH**, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 61/786,937, which was filed with the United States Patent and Trademark Office on March 15, 2013, entitled BONE IMPLANT and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by (Woodcock Washburn) Attorney Docket No. SYN1400USPSP1.

AND WHEREAS, **DePuy Synthes Products**, **LLC**, ASSIGNEE, a Delaware Limited Liability Company organized under the laws of the State of Delaware and having a place of business at 325 Paramount Drive, Raynham, MA 02767-0350, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any.

AND WHEREAS, ASSIGNOR, is desirous of assigning the entire right, title and interest to the Invention in the Territory, 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 the Territory including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding United States patent applications and all divisions, renewals, continuations-in-part and continuations thereof; and all Patents in the Territory 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 said Invention in the Territory, and all extensions, renewals and reissues thereof.

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Country:	US	Application No.	13/974,310	Filing Date	08/23/2013
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AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

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ASSIGNOR:	Synthes GmbH	Synthes GmbH
	Authorized to sign on behalf of Synthes GmbH	Authorized to sign on behalf of Synthes  GmbH  Sold  S
Signature:	Amas A. IIII	
Position/Name:	Palent Counsel	Pater Counsel
Address:	Eimattstrasse 3 CH-4436 Oberdorf Switzerland	Eimattstrasse 3 CH-4436 Oberdorf Switzerland
Date:	- Aug. 14, 7013	Ag 13, 2013
ASSIGNEE:	DePuy Synthes Products, LLC	
	Authorized to sign on behalf of DePuy Synthes	Products, LLC
Signature:	- 1/14 // hw/s//	
Position/Name:	Patent Counsel	
Address:	1302 Wrights Lane East West Chester, Pennsylvania 19380	
Date:	Aa 13. 20	

WHEREAS, **Synthes GmbH**, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 13/832518, which was filed with the United States Patent and Trademark Office on March 15, 2013, entitled BONE IMPLANT and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which claims priority U.S. Provisional Application No. 61/692673, filed on August 23, 2012 and U.S. Provisional Application No. 61/710830, filed on October 8, 2012, identified by (Woodcock Washburn) Docket No. SYNT-5715 (SYN1400USNP).

AND WHEREAS, **DePuy Synthes Products**, **LLC**, ASSIGNEE, a Delaware Limited Liability Company organized under the laws of the State of Delaware and having a place of business at 325 Paramount Drive, Raynham, MA 02767-0350, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any.

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Country:	US	Application No.	13/974,310	Filing Date	08/23/2013	
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ASSIGNOR:	Synthes GmbH	Synthes GmbH / Say (r. )
	Authorized to sign on behalf of Synthes GmbH	Authorized to sign on Behalf of Synthes GmbH
Signature:	Mand: 111111	
Position/Name:	Patent Counsel	Palisht Counsel
Address:	Elmattstrasse 3 CH-4436 Oberdorf Switzerland	Eimattstrasse 3 CH-4436 Oberdorf Switzerland
Date:	- Aug. 14/2013	<u> </u>
ASSIGNEE:	DePuy Synthes Products, LLC	
	Authorized to sign on behalf of DePuy Synthes Products, LLC	
Signature:	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
Position/Name:	Pateny Godinsel V	
Address:	1302 Wrights Lane East West Chester, Pennsylvania 19380	

Ag 13, 2013

Date: