502843658 06/09/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2890255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JOHN J O'CONNOR	03/07/2012

## **RECEIVING PARTY DATA**

Name:	OXFORD JOINT ANALYSIS LTD	
Street Address:	9 BEAUMONT ROAD	
City:	HEADINGTON, OXFORD	
State/Country:	UNITED KINGDOM	
Postal Code:	OX3 8JN	

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

Property Type	Number
Patent Number:	6926739

## **CORRESPONDENCE DATA**

**Fax Number:** (908)654-7866

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 908-654-5000

Email: assignment@ldlkm.com

Correspondent Name: LDLKM

Address Line 1: 600 SOUTH AVENUE WEST

Address Line 4: WESTFIELD, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:	TRAUMA/5304	
NAME OF SUBMITTER:	CHARLES H. HUMKEY	
SIGNATURE:	/CHARLES H. HUMKEY/	
DATE SIGNED:	06/09/2014	

## **Total Attachments: 4**

502843658

source=6 - OConnor to Oxford Joint Analysis#page1.tif

source=6 - OConnor to Oxford Joint Analysis#page2.tif

source=6 - OConnor to Oxford Joint Analysis#page3.tif

source=6 - OConnor to Oxford Joint Analysis#page4.tif

PATENT REEL: 033059 FRAME: 0239 PROFESSOR J. J. O'CONNOR

and

**OXFORD JOINT ANALYSIS LTD** 

**ASSIGNMENT OF RIGHTS** 

relating to the

'BOX ankle prosthesis'

PATENT REEL: 033059 FRAME: 0240

### BETWEEN

- (1) PROFESSOR J. J. O'CONNOR of Quarry Manor, 9 Beaumont Road, Headington, Oxford OX3 8JN (the 'Assignor'); and
- (2) OXFORD JOINT ANALYSIS LTD, a company incorporated under the laws of England and Wales with registration number 06930333 of Quarry Manor, 9 Beaumont Road, Headington, Oxford OX3 8JN (the 'Assignee').

#### **WHEREAS**

- (A) The Assignor is the co-proprietor (together with Istituto Ortopedico Rizzoli, Bologna, Italy) of the Patents.
- (B) The inventions which are the subject of the Patents were jointly invented by the Inventors and accordingly the Assignor possesses significant know how related to the inventions which are the subject of the Patents.
- (C) The Assignor now wishes to assign all his Rights to the Assignee.

### **NOW IT IS AGREED as follows:**

# 1. **DEFINITIONS**

1.1 In this Assignment words and expressions shall have the meaning ascribed to them as follows:-

'Inventors'

Assignor and Alberto Leardini, Sandro Giannini, and Fabio

Catani;

1

'Know How'

means the extensive experience, knowledge and insight of

the Assignor in relation to the inventions covered by the

Patents and related to implants for ankle surgery, their use and clinical application, as well as the state of the industry:

'Patents'

means US patent no. 6,926,739 and EPO patent no.1180989 relating to a prosthesis device for the ankle articulation and method of using the same;

'Rights'

means all rights, title and interest that the Assignor owns in and to the Patents and Know How, including without limitation all patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world in the Patents and Know How.

1.2 Headings to Clauses in this Assignment are for convenience only and shall not affect its interpretation.

# 2. ASSIGNMENT

In consideration of the payment by the Assignee to the Assignor of £1, receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee:

- 2.1 all of the Rights and all the rights, powers, liberties and immunities attaching to such Rights, free from all liens, charges and encumbrances; and
- 2.2 the right to sue for and to recover damages and other remedies in respect of any infringement in respect of the Rights which may have occurred before, or occur after, the date of this Assignment.

# 3. FURTHER ASSURANCE

The Assignor will execute all documents and do all other things necessary or desirable at the request of the Assignee for further assuring the title of the Assignee to the intended to be covered by this Assignment.

## 4. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties hereto on the date first above written.

Signed by

PROFESSOR J. J. O'CONNOR

Signature Signature

Signed for and on behalf of

**OXFORD JOINT ANALYSIS LTD** 

Name GEMMA D'GNNOR

Position DRBCTOR

Signature Jenna Con

PATENT REEL: 033059 FRAME: 0243

3