

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2890376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ISTITUTO ORTOPEDICO RIZZOLI	08/02/2012
RECEIVING PARTY DATA	
Name:	STRYKER TRAUMA AG
Street Address:	DR-HOMER-STRYKER STRASSE 1
City:	SELZACH
State/Country:	SWITZERLAND
Postal Code:	2545
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6926739
CORRESPONDENCE DATA	
Fax Number:	(908)654-7866
<i>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.</i>	
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: 3	
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source=7b - Rizzoli to Stryker Trauma AG#page3.tif	

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment (the "Assignment") is entered into as of 19 APRILE 2012, by and between Istituto Ortopedico Rizzoli, a statutory institution established under Italian law, with an address at Via di Barbiano 1/10, 40136 Bologna, Italy ("Assignor"), and STRYKER Trauma AG, a corporation established under Swiss law, with an address at Dr-Homer-Stryker Strasse 1, 2545 Selzach, Switzerland ("Assignee"). This Assignment is made pursuant to and in connection with a certain Patent Assignment and Royalty Agreement by and between Assignor and Assignee dated April 1, 2012 (the "Agreement"). Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Agreement.

For good and valuable consideration provided in connection with the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title, and interest in and to the Patents, including but not limited to the patents listed below and any continuation, continuation-in-part, divisional, reexamination, reissue and/or extension or any foreign counterparts of such patents, whether or not such patents have already issued (collectively, the "Patent Rights"), and Assignor hereby further assigns to Assignee, its successors and assigns, and Assignee hereby accepts, the priority rights provided by the International Convention. Assignor further assigns to Assignee, its successors and assigns, and Assignee hereby accepts, the entire right, title and interest in and to all claims for damages by reason of past infringement of the Patent Rights, together with the right to sue for, collect, and retain the proceeds for any past, present, and future infringement of the Patent Rights.

Patents

Patents	Status
EPO Patent No. 1180989	Granted
U.S. Patent No. 6,926,739	Issued

Assignor hereby confirms having agreed, and to the extent necessary does hereby agree, to cooperate with Assignee, its successors and assigns, in proceedings or transactions involving the patents included in the Patent Rights, and to perform any and all other acts reasonably necessary or desirable to vest in Assignee the entire right, title and interest of the Patent Rights such that the Patent Rights will be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as if the Patent Rights would have been held and enjoyed by Assignor had the assignment to Assignee not been made.

Assignor warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNEE,
STRYKER Trauma AG

By: _____
Name:
Title:

Date: _____

ASSIGNOR,
Istituto Ortopedico Rizzoli

By: G. Baldi
Name: GIOVANNI BALDI
Title: DIRETTORE GENERALE

Date: 02 AGOSTO 2012



CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment (the "**Assignment**") is entered into as of _____, by and between Istituto Ortopedico Rizzoli, a statutory institution established under Italian law, with an address at Via di Barbiano 1/10, 40136 Bologna, Italy ("**Assignor**"), and STRYKER Trauma AG, a corporation established under Swiss law, with an address at Dr-Homer-Stryker Strasse 1, 2545 Selzach, Switzerland ("**Assignee**"). This Assignment is made pursuant to and in connection with a certain Patent Assignment and Royalty Agreement by and between Assignor and Assignee dated April 1, 2012 (the "**Agreement**"). Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Agreement.

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Patents

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Assignor warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNEE,
STRYKER Trauma AG

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNOR,
Istituto Ortopedico Rizzoli

By: _____

Name: _____

Title: _____

Date: _____

CONFERMA di CESSIONE

La presente Conferma di Cessione (la "**Cessione**") entra in vigore il 1° APRILE 2012, con e tra l'Istituto Ortopedico Rizzoli, un istituto italiano di diritto pubblico, con sede legale in Via di Barbiano 1/10, 40136 Bologna, Italia (il "**Cedente**"), e la società per azioni fondata sotto la giurisdizione della legge Svizzera, con sede legale in Dr-Homer-Stryker Strasse 1, 2545 Selzach, Switzerland (il "**Assegnatario**"). La presente Cessione è fatta a norma e in connessione con una determinata Cessione di Brevetto e Accordo di Royalty da e tra il Cedente e l'Assegnatario datata 1 Aprile 2012 (il "**Accordo**"). I termini in Maiuscolo non definiti altrimenti nella presente Cessione hanno il significato assegnatogli nell' Accordo.

Per buone e valide considerazioni fornite in relazione con l' Accordo, la cui ricezione e adeguatezza è riconosciuta, il Cedente vende, assegna, e trasferisce all' Assegnatario, ai suoi successori e assegnatari, e l' Assegnatario qui accetta, gli interi diritti, il titolo, e gli interessi relativi ai Brevetti del Cedente, incluso ma non limitato ai brevetti elencati di seguito e ogni continuazione, continuazione-in-parte, divisionale, riesame, ristampa e / o estensione o ogni eventuali possibile controparte straniera di tali brevetti, comunque tali brevetti siano stati rilasciati o meno (collettivamente, i "Diritti dei Brevetti"), e il Cedente assegna all'Assegnatario, ai suoi successori e assegnatari, e l' Assegnatario qui accetta, i diritti di priorità previsti dalla Convenzione Internazionale. Il Cedente assegna inoltre all'Assegnatario, ai suoi successori e assegnatari, e l' Assegnatario qui accetta, l' intero diritto, titolo ed interesse circa tutte le richieste di risarcimento danni per ragioni associate alla violazione passata dei Diritti dei Brevetti, insieme al diritto di fare causa, raccogliere, e conservare gli introiti per i casi di violazione passata, presente e futura dei Diritti dei Brevetti.

Brevetti:

Patents

EPO Patent No. 1180989

U.S. Patent No. 6,926,739

Status

Concesso

Rilasciato

Il Cedente qui conferma di aver accettato, e nella misura necessaria qui di accettare, di cooperare con l'Assegnatario, i suoi successori e assegnatari, nei procedimenti o nelle operazioni che coinvolgono i brevetti inclusi nei Diritti dei Brevetti, e di eseguire ogni e tutte le azioni ragionevolmente necessarie o auspicabili per conferire all' Assegnatario l'intero diritto, titolo e interesse dei Diritti dei Brevetti, in modo tale che tali Diritti dei Brevetti siano mantenuti e goduti da parte dell' Assegnatario, i suoi successori e assegnatari, nello stesso completo modo in cui tali Diritti dei Brevetti sarebbero stati mantenuti e goduti dal Cedente nel caso questi non fossero stati ceduti. Il Cedente garantisce che nessuna assegnazione, vendita, accordo o ingombro è stata o verrà fatta o avviata che potrebbe entrare in conflitto con la presente cessione.

ASSEGNETARIO,
STRYKER Trauma AG

By:

Name:

Title:

Date:

CEDENTE,

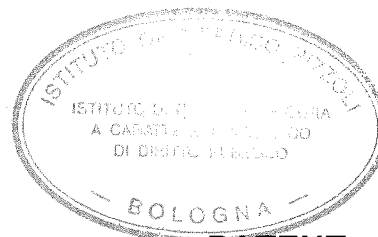
Istituto Ortopedico Rizzoli

By:

Name: GIOVANNI BALDI

Title: DIRETTORE GENERALE

Date: 02 AGOSTO 2012



PATENT