## 502878568 07/03/2014 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2925166

SUBMISSION TYPE:			NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT					
CONVEYING PARTY DA	ТА							
			Name	Execution Date				
SYNTHES USA, LLC				12/30/2012				
RECEIVING PARTY DA	ГА							
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:	1	14243	3958					
CORRESPONDENCE D	ΑΤΑ							
Fax Number:	(	(215)	568-3439					
			e-mail address first; if that is unsuc					
<i>using a fax number, if p</i> Phone:	-	-	<b>nat is unsuccessful, it will be sent v</b> 668-3100	via US Mail.				
			nments@woodcock.com					
•			R & HOSTETLER LLP					
			ARCH STREET					
		CENTRE, 12TH FLOOR						
			ADELPHIA, PENNSYLVANIA 19104					
ATTORNEY DOCKET NU	MRED		104525.006413					
NAME OF SUBMITTER:			ANN TREVISANI					
SIGNATURE:			/Ann Trevisani/					
DATE SIGNED:			07/03/2014					
			07/03/2014					
Total Attachments: 6		nont	Synthes USA to DePuy Spine#page	1 tif				
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## GENERAL ASSIGNMENT AND ASSUMPTION

Pursuant to the terms and conditions of that certain Contribution Agreement, dated as of December 30, 2012 (the "<u>Agreement</u>"), by and between Synthes USA, LLC, a Delaware limited liability company (the "<u>Contributor</u>"), and DePuy Spine, LLC, an Ohio limited liability company (the "<u>Recipient</u>"), 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 <u>Schedule A (Step 15-4)</u> attached hereto (the "<u>Contributed Assets</u>") 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]

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 <u>30</u>, 2012

SYNTHES USA, LLC

hm. Culor By:\_

Name! John M. Anspacher Title: President

DATED: December \_\_\_\_, 2012

## **DEPUY SPINE, LLC**

By:\_\_\_\_\_ Name: John F. Sharkey 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>30</u>, 2012

**DEPUY SPINE, LLC** 

By: Name: John F. Sharkey

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 in (a)(i) including rights to recover damages for past, present and future violations thereof; Schedule A-1 (Step 16-4)

Synthes USA, LLC

[See Attached]

## Schedule A-1 (Step 16-4)

Internal Ref.	App. No.	Filing Date	Pat. No.	Country	Issue Date	Title	Owner Company
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					29-Mar-11	Methods for the In Situ Treatment of Bone Cancer	Synthes USA, LLC
00383-06PUS3	13031890	22-Feb-11		US		Methods for the In Situ Treatment of Bone Cancer	Synthes USA, LLC

12/31/2012

RECORDED: 07/03/2014