

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3540037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DEPUY SYNTHES PRODUCTS, LLC	02/24/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DEPUY (IRELAND)	
<b>Street Address:</b>	LOUGHBEG, RINGASKIDDY	
<b>City:</b>	CORK	
<b>State/Country:</b>	IRELAND	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	13788921
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(317)231-7433	
<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>		
<b>Phone:</b>	317-236-7433	
<b>Email:</b>	sswitzer@btlaw.com	
<b>Correspondent Name:</b>	BARNES & THORNBURG LLP	
<b>Address Line 1:</b>	11 S. MERIDIAN ST.	
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204	
<b>ATTORNEY DOCKET NUMBER:</b>	265280-223833	
<b>NAME OF SUBMITTER:</b>	JEFFREY T.G. KELSEY	
<b>SIGNATURE:</b>	/Jeffrey T.G. Kelsey/	
<b>DATE SIGNED:</b>	09/24/2015	
<b>Total Attachments: 8</b>		
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## **PATENT ASSIGNMENT AGREEMENT**

This Patent Assignment Agreement ("Assignment"), effective on the date of the last signature below, is by and between:

DePuy (Ireland), an Irish corporation having an office at Loughbeg Industrial Estate,  
Ringaskiddy, Co Cork, Ireland, ("Ireland")

AND

DePuy Products, Inc., an Indiana corporation having an office at 700 Orthopaedic Drive,  
Warsaw, Indiana, U.S.A ("Products")

AND

DePuy Orthopaedics, Inc., an Indiana corporation having an office at 700 Orthopaedic  
Drive, Warsaw, Indiana, U.S.A ("Orthopaedics")

AND

DePuy Synthes Products, LLC, a Delaware corporation having an office at 325 Paramount  
Drive, Raynham, Massachusetts ("DSP")

(hereinafter individually referred to as a "Party"; collectively referred as the "Parties").

**WHEREAS**, Ireland and Products entered into a Contract Research and  
Development Agreement ("Research Agreement") effective August 18, 2011  
("Effective Date") related to a Research and Development Programme;

**WHEREAS**, under the Research Agreement, Ireland owns all patent  
applications and patents resulting from the work on the Research and Development  
Programme, including patent applications and patents filed by Products prior to the  
Effective Date of the Research Agreement (including those listed in Schedule 3 of the  
Research Agreement), and other patent applications and patents relating to inventions  
made under the Research Agreement;

**WHEREAS**, Products has assigned all its rights and obligations under the  
Research Agreement to DSP;

**WHEREAS**, additional patent applications have been filed since the Effective  
Date from the work on the Research and Development Programme;

**WHEREAS**, employees of Orthopaedics may work on the Research and  
Development Programme and may be authors or inventors of Intellectual Property as  
defined in the Research Agreement;

**WHEREAS**, the Parties wish to memorialize and confirm the assignment of intellectual property rights under the Research Agreement or to assign intellectual property rights to Ireland to the extent that such rights have not already been assigned;

**NOW THEREFORE**, in consideration of valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and between the Parties as follows:

1. The Parties confirm and agree that under the Research Agreement, Ireland owns the entire right, title and interest to all Intellectual Property as defined in the Research Agreement, including all patents and patent applications identified in Exhibit A attached hereto and all counterparts of the patents and patents applications listed in Exhibit A worldwide, as well as any and all related continuations, continuations-in-part, divisional, renewals, reissues, reexaminations, extensions, patents of addition, patents of importation and all patents and patent applications claiming priority to the patents and patent applications listed in Exhibit A.
2. To the extent that Products, Orthopaedics or DSP is deemed to own any interest in any Intellectual Property as defined in the Research Agreement, or to the extent necessary or desirable to effectuate Section 1 above or the terms of the Research Agreement, Products, Orthopaedics and DSP assign to Ireland the entire right, title and interest in all Intellectual Property as defined in the Research Agreement, including all patents and patent applications identified in Exhibit A attached hereto and all counterparts of the patents and patents applications listed in Exhibit A worldwide, as well as any and all related continuations, continuations-in-part, divisional, renewals, reissues, reexaminations, extensions, patents of addition, patents of importation and all patents and patent applications claiming priority to the patents and patent applications listed in Exhibit A.
3. Any Party may assign this Assignment or any and all rights and obligations contemplated herein to an affiliate or to a company acquiring substantially all of the assets of such Party to which this Assignment relates without the consent of the other Party. Any such assignment shall be subject to the terms of this Assignment. Subject to the foregoing, this Assignment shall bind and inure to the benefit of the respective Parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed effective as of the date of the last signature below.

DePuy Products, Inc.

By: 

Stephen J. Manich

Title: Assistant Secretary

Date: February 24, 2014

DePuy (Ireland)

By: \_\_\_\_\_

Brian S. Tomko

Title: Assistant General Counsel - Patents

Date: February 25, 2014

DePuy Orthopaedics, Inc.

DePuy Synthes Products, LLC

By: Stephen J. Manich  
Stephen J. Manich  
Title: Assistant Secretary  
Date: February 24, 2014

By: Stephen J. Manich  
Stephen J. Manich  
Title: Assistant Secretary  
Date: February 24, 2014

State/Commonwealth of: INDIANA

County of: KOSCIUSKO

On this 24<sup>th</sup> day of FEBRUARY, 2014 before me, the undersigned notary public, personally appeared STEPHEN J. MANICH, who is personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Nancy Williams  
Notary Public

My Commission Expires: 6/21/2016

Nancy Williams  
Notary Public State of Indiana  
Kosciusko County  
My Commission Exp. June 21, 2016

State/Commonwealth of: NEW JERSEY

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of FEBRUARY, 2014 before me, the undersigned notary public, personally appeared BRIAN S. TOMKO, who is personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

### Schedule A

Parent ID	Filing Date	Serial No.	Patent Title	Pub. No.	Issue Date	Patent No.
DEP6035	03/07/2013	13/788921	PROSTHESIS WITH COMPOSITE COMPONENTS			
DEP6332	11/27/2013	14/092302	POLYMER 4-IN-1 FEMORAL CUTTING BLOCK INCLUDING METALLIC PROTECTIVE BUSHINGS			
DEP6333	03/05/2013	13/785305	DOCK & LAUNCH SIU 4-IN-2 CUTTING BLOCKS			
DEP6636	03/11/2013	13/793072	REAMER INSTRUMENT PACKAGE			
DEP6638	03/15/2013	13/832194	FEMORAL ORTHOPAEDIC INSTRUMENT ASSEMBLY FOR SETTING OFFSET			
DEP6639	03/15/2013	13/832203	FEMORAL ORTHOPAEDIC SURGICAL INSTRUMENTS FOR SETTING OFFSET			
DEP6640	02/28/2013	13/780836	FEMORAL ORTHOPAEDIC SURGICAL INSTRUMENT INCLUDING A MEASUREMENT DEVICE AND METHOD OF USE OF SAME			
DEP6641	03/15/2013	13/834374	FEMORAL SURGICAL INSTRUMENT AND METHOD OF USING SAME			
DEP6642	03/15/2013	13/834862	FEMORAL SYSTEM HANDLE SURGICAL INSTRUMENT AND METHOD OF ASSEMBLING SAME			
DEP6643	03/14/2013	13/828914	ASSEMBLY TOOL FOR USE IN ASSEMBLING ORTHOPAEDIC PROSTHETIC COMPONENTS			
DEP6644	03/15/2013	13/837465	INSTRUMENTS FOR USE IN DISASSEMBLING IMPLANTS			
DEP6653	03/14/2013	13/828937	PROSTHETIC TIBIAL TRAY WITH AUGMENTS			
DEP6655	03/14/2013	13/804400	ORTHOPAEDIC KNEE PROSTHESIS HAVING STE COMPONENTS WITH A VARYING NUMBER OF SLOTS			
DEP6680	03/15/2013	13/833433	ALL POLY TIBIAL IMPACTOR			
DEP6682	02/21/2014	14/186394	MECHANICAL ASSEMBLY OF TITANIUM FOAM PEGS			

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**WHEREAS**, under the Research Agreement, Ireland owns all patent applications and patents resulting from the work on the Research and Development Programme, including patent applications and patents filed by Products prior to the Effective Date of the Research Agreement (including those listed in Schedule 3 of the Research Agreement), and other patent applications and patents relating to inventions made under the Research Agreement;

**WHEREAS**, Products has assigned all its rights and obligations under the Research Agreement to DSP;

**WHEREAS**, additional patent applications have been filed since the Effective Date from the work on the Research and Development Programme;

**WHEREAS**, employees of Orthopaedics may work on the Research and Development Programme and may be authors or inventors of Intellectual Property as defined in the Research Agreement;

**WHEREAS**, the Parties wish to memorialize and confirm the assignment of intellectual property rights under the Research Agreement or to assign intellectual property rights to Ireland to the extent that such rights have not already been assigned;

**NOW THEREFORE**, in consideration of valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by and between the Parties as follows:

1. The Parties confirm and agree that under the Research Agreement, Ireland owns the entire right, title and interest to all Intellectual Property as defined in the Research Agreement, including all patents and patent applications identified in Exhibit A attached hereto and all counterparts of the patents and patents applications listed in Exhibit A worldwide, as well as any and all related continuations, continuations-in-part, divisional, renewals, reissues, reexaminations, extensions, patents of addition, patents of importation and all patents and patent applications claiming priority to the patents and patent applications listed in Exhibit A.
2. To the extent that Products, Orthopaedics or DSP is deemed to own any interest in any Intellectual Property as defined in the Research Agreement, or to the extent necessary or desirable to effectuate Section 1 above or the terms of the Research Agreement, Products, Orthopaedics and DSP assign to Ireland the entire right, title and interest in all Intellectual Property as defined in the Research Agreement, including all patents and patent applications identified in Exhibit A attached hereto and all counterparts of the patents and patents applications listed in Exhibit A worldwide, as well as any and all related continuations, continuations-in-part, divisional, renewals, reissues, reexaminations, extensions, patents of addition, patents of importation and all patents and patent applications claiming priority to the patents and patent applications listed in Exhibit A.
3. Any Party may assign this Assignment or any and all rights and obligations contemplated herein to an affiliate or to a company acquiring substantially all of the assets of such Party to which this Assignment relates without the consent of the other Party. Any such assignment shall be subject to the terms of this Assignment. Subject to the foregoing, this Assignment shall bind and inure to the benefit of the respective Parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed effective as of the date of the last signature below.

DePuy Products, Inc.

By: \_\_\_\_\_

Stephen J. Manich

Title: Assistant Secretary

Date: February 24, 2014

DePuy (Ireland)

By:  \_\_\_\_\_

Brian S. Tomko

Title: Assistant General Counsel - Patents

Date: February 25, 2014



DePuy Orthopaedics, Inc.

DePuy Synthes Products, LLC

By: \_\_\_\_\_  
Stephen J. Manich  
Title: Assistant Secretary  
Date: February 24, 2014

By: \_\_\_\_\_  
Stephen J. Manich  
Title: Assistant Secretary  
Date: February 24, 2014

State/Commonwealth of: INDIANA

County of: KOSCIUSKO

On this \_\_\_\_\_ day of FEBRUARY, 2014 before me, the undersigned notary public, personally appeared STEPHEN J. MANICH, who is personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State/Commonwealth of: NEW JERSEY

County of: Middlesex

On this 25<sup>th</sup> day of FEBRUARY, 2014 before me, the undersigned notary public, personally appeared BRIAN S. TOMKO, who is personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Ann V. Nicholson  
Notary Public

My Commission Expires: 3/16/2014

ANN V. NICHOLSON  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/16/2014

### Schedule A

Parent ID	Filing Date	Serial No.	Patent Title	Pub. No.	Issue Date	Patent No.
DEP6035	03/07/2013	13/788921	PROSTHESIS WITH COMPOSITE COMPONENTS			