

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3694063

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DEPUY PRODUCTS, INC.	12/30/2012
RECEIVING PARTY DATA		
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:	14231007
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	317-236-7433	
Email:	sswitzer@btlaw.com	
Correspondent Name:	BARNES & THORNBURG LLP	
Address Line 1:	11 S. MERIDIAN ST.	
Address Line 4:	INDIANAPOLIS, INDIANA 46204	
ATTORNEY DOCKET NUMBER:	265280-229249	
NAME OF SUBMITTER:	JEFFREY T.G. KELSEY	
SIGNATURE:	/Jeffrey T.G. Kelsey/	
DATE SIGNED:	01/13/2016	
Total Attachments: 5		
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Agreement") is made effective as of December 30, 2012 (the "Effective Date"), by and between DePuy Products, Inc., an Indiana corporation (the "Contributor"), and DePuy Spine, LLC, an Ohio limited liability company (the "Recipient").

WHEREAS, the Contributor is the holder of 100 percent of the membership interests of the Recipient;

WHEREAS, the Contributor desires to make a contribution to the capital of the Recipient consisting of all of the Contributor's right, title, and interest in and to the assets described on Schedule A (Step 15-5) hereto (the "Contributed Assets"), subject to the assumption by the Recipient of all of the liabilities and obligations associated with the Contributed Assets (the "Assumed Liabilities"), if any; and

WHEREAS, the Recipient desires to accept the Contributed Assets and to assume all of the Assumed Liabilities, if any, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein made, the parties hereto hereby agree as follows:

Section 1. Contribution.

(a) The Contributor hereby agrees, on the Effective Date, to contribute all of its right, title, and interest in and to the Contributed Assets to the Recipient, and the Recipient hereby agrees to accept the Contributed Assets from the Contributor.

(b) The Recipient hereby agrees, on the Effective Date, to assume the obligations and duties of the Contributor under the Assumed Liabilities, with the same force and effect as if the Recipient was an original party to the Assumed Liabilities. From and after such assumption, the Contributor shall have no further obligations in respect of the Assumed Liabilities

(d) Upon the completion of the transfer of the Contributed Assets, the Recipient shall be entitled to all benefits and burdens of ownership of the Contributed Assets, including the right to transfer the Recipient's interest to third parties.

Section 5. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified in any respect or to any extent whatsoever, except by an instrument in writing, executed by each of the parties hereto.

(b) This Agreement is binding upon and inures to the benefit of the parties named herein and their respective successors and assigns.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

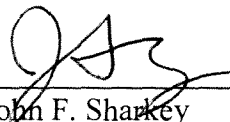
[REDACTED]

[REDACTED]

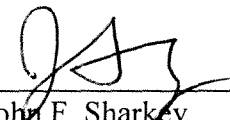
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

DEPUY PRODUCTS, INC.

By: 
Name: John F. Sharkey
Title: Assistant Secretary

DEPUY SPINE, LLC

By: 
Name: John F. Sharkey
Title: Assistant Secretary

[SIGNATURE PAGE OF CONTRIBUTION AGREEMENT]

Schedule A

Contributed Assets

Schedule A (Step 15-5)

Contributed Assets

DePuy Products, Inc.

(a) Other than the Excluded Assets as provided in (d) 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 Schedule A-1 (Step 15-5);

[REDACTED]

[REDACTED]

(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) [REDACTED] including rights to recover damages for past, present and future violations thereof;

[REDACTED]

[REDACTED]

[REDACTED]