

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SYNTHESES GMBH	12/09/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SYNTHESES USA, LLC
<b>Street Address:</b>	1302 WRIGHTS LANE EAST
<b>City:</b>	WEST CHESTER
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19380
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15068836
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)645-7707
<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>	404-645-7700
<b>Email:</b>	jrudick@mcciplaw.com
<b>Correspondent Name:</b>	MEUNIER CARLIN & CURFMAN LLC
<b>Address Line 1:</b>	999 PEACHTREE STREET NE
<b>Address Line 2:</b>	SUITE 1300
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	10154-040US5
<b>NAME OF SUBMITTER:</b>	JULIA RUDICK
<b>SIGNATURE:</b>	/Julia Rudick/
<b>DATE SIGNED:</b>	03/31/2016
<b>Total Attachments: 2</b>	
source=10154-040US5 2009_09_12 Executed Assignment (GmbH to SUSA)#page1.tif	
source=10154-040US5 2009_09_12 Executed Assignment (GmbH to SUSA)#page2.tif	

**ASSIGNMENT  
(PROVISIONAL PATENT APPLICATION)**

WHEREAS, **Synthes GmbH**, ASSIGNOR, a Swiss Company, organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, has all right, title and interest in the invention disclosed, described and/or claimed in United States Patent Application No. 61/265,568, which was filed with the United States Patent and Trademark Office on December 1, 2009, entitled NON-FUSION SCOLIOSIS EXPANDABLE SPINAL ROD and all inventions described, disclosed or claimed therein (hereinafter "the Invention"), which is identified by (Panitch Schwarze Belisario & Nadel LLP) Attorney Docket No. 688044-18US.

AND WHEREAS, **Synthes USA, LLC**, ASSIGNEE, a Delaware Limited Liability Company organized under the laws of the State of Delaware and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining any and all right, title and interest to the Invention in the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Territory"), including the right to bring an action and recover damages for past infringements, if any.

AND WHEREAS, ASSIGNOR, is desirous of assigning the entire right, title and interest to the Invention in the Territory, including the right to bring an action and recover damages for past infringement, if any.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR'S rights, title and interest in the Invention in the Territory including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding United States patent applications and all divisions, renewals, continuations-in-part, and continuations thereof; and all Patents in the Territory which may be granted thereon and all reissues and extensions thereof; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said Invention in the Territory, and all extensions, renewals and reissues thereof. This assignment is effective as of the filing date of the provisional patent application listed above.

AND ASSIGNOR HEREBY authorizes and requests said ASSIGNEE, its successors, legal representatives, or assigns to insert hereinafter when known the application number and filing date of any international, regional, or national application already filed or filed hereafter for the Invention.

Country: \_\_\_\_\_ Application No. \_\_\_\_\_ Filing Date \_\_\_\_\_

AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in the Territory.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

{00178134;v1}

ASSIGNOR: Synthes GmbH

Andrea W. Burke Authorized to sign on behalf of Synthes GmbH

Signature:

Andrea W. Burke

Position/Title:

Patent Counsel

Address:

Einmattstrasse 3  
CH-4436 Oberdorf  
Switzerland

Date:

09.12.2009

ASSIGNEE: Synthes USA, LLC

Authorized to sign on behalf of Synthes USA, LLC

Signature:

Cimande M. M. M.

Position/Title:

Patent Counsel

Address:

1302 Wrights Lane East  
West Chester, Pennsylvania 19380

Date:

12/10/09