504161046 01/03/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4207722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DR. GORDON GROH	06/03/2015

RECEIVING PARTY DATA

Name:	ENCORE MEDICAL LP DBA DJO SURGICAL	
Street Address:	9800 METRIC BLVD.	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78758	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14970447

CORRESPONDENCE DATA

Fax Number: (619)795-1311

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.

Email: sandiego@eip.com

Correspondent Name: EIP US LLP

Address Line 1: 2468 HISTORIC DECATUR ROAD
Address Line 4: SAN DIEGO, CALIFORNIA 92106

ATTORNEY DOCKET NUMBER:	E1284.650(T).USC1D1	
NAME OF SUBMITTER:	MALLARY DE MERLIER	
SIGNATURE:	/Mallary de Merlier/	
DATE SIGNED:	01/03/2017	

Total Attachments: 2

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PATENT 504161046 REEL: 040827 FRAME: 0643

Application No.: 12/707,238 Docket Number: DJOSURG.024A Filing Date: 2/17/2010 Page 1 of 2

ASSIGNMENT

WHEREAS, **Dr. Gordon Groh**, residing in **Asheville**, **NC** (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design and/or discoveries related to **SYSTEM FOR TREATING PROXIMAL HUMERAL FRACTURES AND METHOD OF USING THE SAME** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing or has already been filed (as identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, **Encore Medical, LP dba DJO Surgical**, with its principal place of business at **9800 Metric Blvd Austin TX 78758** (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

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Date

Legal Name of inventor: Dr. Gordon Groh

Inventor Signature:

Witnessed by:

Witness Name (printed):

PATENT REEL: 040827 FRAME: 0645