

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4361936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DEPUY SYNTHES PRODUCTS, INC.	08/05/2016
RECEIVING PARTY DATA	
Name:	DEPUY (IRELAND)
Street Address:	LOUGHBEG
City:	RINGASKIDDY, COUNTY CORK
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15484189
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:	317-236-1313
Email:	sswitzer@btlaw.com
Correspondent Name:	BARNES & THORNBURG LLP
Address Line 1:	11 SOUTH MERIDIAN STREET
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	265280-262853
NAME OF SUBMITTER:	JEFFREY T.G. KELSEY
SIGNATURE:	/Jeffrey T.G. Kelsey/
DATE SIGNED:	04/11/2017
Total Attachments: 5	
source=assignment-pat-39982-150#page1.tif	
source=assignment-pat-39982-150#page2.tif	
source=assignment-pat-39982-150#page3.tif	
source=assignment-pat-39982-150#page4.tif	
source=assignment-pat-39982-150#page5.tif	

**AMENDMENT TO CONTRACT RESEARCH AND DEVELOPMENT
AGREEMENT**

This Amendment to the Contract Research and Development Agreement effective as of 18 August 2011 ("Agreement") and entered into effective as the date of last signing is by and between:

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

AND

DePuy Synthes Products, Inc, a Delaware corporation having its registered office at 325 Paramount Drive, Raynham, MA 02767-0350, U.S.A. ("Contract Researcher")

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

WHEREAS, DePuy Products, Inc. (an Affiliate of Contract Researcher) and Principal entered into a Contract Research and Development Agreement on August 11, 2011;

WHEREAS, DePuy Products, Inc. assigned the Agreement to the Contract Researcher in 2012.

WHEREAS, the Parties wish to add another project to the Research and Development Programme as set forth in Schedule 2; and

WHEREAS, the parties wish to update the Agreement to reflect these changes.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The definition of the term "Intellectual Property Rights" in Section 1.1 of the Agreement shall be deleted and replaced with the following:

"Intellectual Property Rights" means inventions, improvements, Know-How, ideas, copyrightable works, records, reports, specifications, drawings and models made or conceived by the Contract Researcher (or its employees or outside developers under an obligation to assign such works to the Contract Researcher) in connection with the Research and Development Programme and includes but is not limited to copyrights, neighboring rights, rights on databases, patents, patent applications, trademarks, designs, processes, methods, models, trade secrets and Know-How, resulting from the Research and Development Programme and includes the patent and patent applications identified as "Current Research and Development Programme Patents and Patent Applications" in

Schedule 3, and all counterparts of those listed in Schedule 3 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 Schedule 3.

2. The definition of the term "Research and Development Programme" in Section 1.1 of the Agreement shall be deleted and replaced with the following:

"Research and Development Programme" shall mean and all of the research and development programmes identified in Schedule 2 which have been and will be carried out by Contract Researcher and its Affiliates on behalf of Principal under the terms and conditions of this Agreement, or any other programme defined by the parties from time to time reflected in an updated Schedule 2.

3. Schedule 2 shall be deleted and replaced with the attached Schedule 2.
4. Schedule 3 shall be amended to include the cases highlighted in the attached Schedule 3a.

In Witness Whereof, the Parties have caused this Amendment to be duly executed as of the day and year first above written.

DePuy Synthes Products, Inc.

By: **Martin Madden**
Digitally signed by Martin Madden
DN: cn=Martin Madden, o=DePuy Synthes, ou=RD, email=mmadden@its.jnj.com, c=US
Reason: I am approving this document.
Date: 2016.05.24 08:09:46 -04'00'

Title: Vice President, R&D DePuy

Date: May 24, 2016

DePuy (Ireland)

PETER O'SULLIVAN
By: **O'SULLIVAN**
Digitally signed by PETER O'SULLIVAN
DN: cn=PETER O'SULLIVAN, o=DePuy Synthes, ou=Employees, ou=57000675, email=psullivan@its.jnj.com
Reason: I am approving this document.
Date: 2016.05.24 14:50:07 +01'00'

Title: _____

Date: _____

SCHEDULE 2
Research and Development Programme

Covered by the Contract Research and Development Agreement, effective May 1, 2006 by and between

(1) DEPUY PRODUCTS, INC a US corporation whose registered office is at 700 Orthopaedic Drive, Warsaw, Indiana, U.S.A "hereinafter referred to as "the Contract Researcher")and

(2) DEPUY IRELAND LIMITED, an Irish company whose registered office is at Loughbeg Industrial Estate, Ringaskiddy, Co Cork, Ireland (hereinafter referred to as "the Principal")

The Research Programmes includes the following programmes:

(1) Project Name: Blue Book

General Description of Project:

Develop a future generation total knee system (including cruciate retaining, cruciate sacrificing, and revision implants and a comprehensive instrument system capable of supporting conventional open, MI, and computer assisted surgery) that will provide a sustainable competitive advantage and serve as a platform for growth and a chassis for future technology.

Services to be Performed by Contract Researcher:

Research and development, medical affairs, marketing, invention disclosure review, preparation, filing and prosecution of patent applications to issuance.

(2) Project Name: Orion

General Description of Project:

Develop a future generation total hip system (including, but not limited to, compaction/broach stems, fit and fill stems, modular acetabular cups, dual mobility cups, and associated instrumentation) that will provide a sustainable competitive advantage and serve as a platform for growth and a chassis for future technology.

Services to be Performed by Contract Researcher:

Research and development, medical affairs, marketing, invention disclosure review, preparation, filing and prosecution of patent applications to issuance.

SCHEDULE 3a

Contract Researcher's Current Orion Patents and Patent Applications
Part 1. US Patent Applications and Patents (OUS Patent Applications and Patents Attached)

Invention Disclosure	Case No.	Project No.	Type	Filing Date	Serial No.	Title	Status
----------------------	----------	-------------	------	-------------	------------	-------	--------

REDACTED

SCHEDULE 3a

Contract Researcher's Current Orion Patents and Patent Applications
Part 1. US Patent Applications and Patents (OUS Patent Applications and Patents Attached)

Invention Disclosure	Case No.	Project No.	Type	Filing Date	Serial No.	Title	Status
98921	DSP5130USNP		UTILITY	3/31/2015	14/675389	Orthopaedic Surgical Instrument System and Method for Protecting a Femoral Stem Taper	Patent Application Filed

REDACTED

