

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5160046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEDICAL ENTERPRISES DISTRIBUTION, LLC	07/12/2018
RECEIVING PARTY DATA	
Name:	DEPUY SYNTHES PRODUCTS, INC.
Street Address:	325 PARAMOUNT DRIVE
City:	RAYNHAM
State/Country:	MASSACHUSETTS
Postal Code:	02111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9901354
CORRESPONDENCE DATA	
Fax Number:	
<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:	617-542-6000
Email:	taschraffa@mintz.com, ipdocketingbos@mintz.com
Correspondent Name:	MINTZ LEVIN
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	047062-543C04US
NAME OF SUBMITTER:	WILLIAM C. GEARY
SIGNATURE:	/William C. Geary/
DATE SIGNED:	09/26/2018
Total Attachments: 9	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is dated as of July 12, 2018 (“Effective Date”), and is made from Medical Enterprises Distribution, LLC, a Wyoming limited liability company (“Assignor”), to DePuy Synthes Products, Inc., a Delaware corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the owner of those certain issued patents and patent applications set forth in the attached Schedule A (the “Patents”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated May 13, 2018, by and between Assignor and Assignee (the “Purchase Agreement”), Assignee has agreed to purchase, take delivery of and acquire, and Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, all of Assignee’s right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee all of its right, title and interest in, to and under (a) the Patents, (b) the right to claim priority in the United States and before any international conventions and any other foreign jurisdictions, and continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, modifications, substitutions, and where relevant supplementary protection certificates, (c) all applications and registrations for the Patents, and (d) any and all rights, benefits, privileges and proceeds under the Patents throughout the world, including, without limitation, (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Patents, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Patents, including without limitation payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Patents, in its name, in the United States Patent and Trademark Office or in any foreign equivalent thereof.

3. Attorney. Assignor hereby appoints Assignee as Assignor’s true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Patents that may have

accrued in Assignor's favor from the respective date of first creation of any of the Patents to the date of this Assignment.

4. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments, that may be or become necessary to effect or formalize the transfer of the Patents.

5. Miscellaneous. This Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of laws principles.

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IN WITNESS WHEREOF, the undersigned have executed, made and entered into this Assignment under seal as of the date first set forth above.

MEDICAL ENTERPRISES DISTRIBUTION, LLC

By: [Signature]
Name: Peter Handy
Title: Secretary

[Jurisdiction]
Washington DC
[city/county], ss.

On this 12th day of July, 2018, before me, the undersigned notary public,
personally appeared Peter Handy
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which
was/were Florida Drivers License
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Legal Secretary for
Title of Office
Medical Enterprises Distribution, LLC, a corporation.

[Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp above



[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed, made and entered into this Assignment as of the date first set forth above.

DEPUY SYNTHES PRODUCTS, INC.

By: 

Name:

Andrew Farmer

Title:

Asst. Sec.

[Signature Page to Patent Assignment Agreement]

Schedule A

Patents

Country	Application or Patent Number (*Attorney reference number is provided if application/patent number is to be determined)
US	62/101,416
US	62/108,749
US	62/381,864
US	62/393,975
US	62/511,811
US	62/599,616
US	14/992,781
US	15/009,723
US	15/439,692
US	15/544,317
US	15/446,862
US	15/600,234
US	15/600,284
US	15/789,493
US	15/939,048
US	15/978,763
US	61/290,336
US	61/551,422
US	61/603,320
US	61/734,539
US	61/682,915
US	12/980,329
US	13/337,075

US	13/466,870
US	13/759,813
US	13/790,870
US	14/099,447
US	14/099,467
US	14/250,102
US	14/332,767
US	14/332,790
US	14/806,337
US	14/850,588
US	14/850,620
US	14/850,639
US	14/850,660
US	14/850,674
US	14/850,695
US	15/098,662
US	15/677,933
US	15/857,385
US	8,393,409
US	8,602,124
US	8,695,726
US	8,936,105
US	8,936,106
US	9,901,354
PCT	PCT/US2016/012917
PCT	PCT/US2016/015380
PCT	PCT/US2017/018921
PCT	PCT/US2017/020218
PCT	PCT/US2018/017763

PCT	PCT/US2018/024934
PCT	PCT/US2011/067626
PCT	PCT/US2013/029944
PCT	PCT/US2013/029962
Australia	2016205046
Australia	2016211455
Australia	2017320579
Australia	2017320580
Australia	2011352121
Australia	2013260168
Australia	2013260169
Australia	2017210500
Canada	2,973,373
Canada	2,973,470
Canada	(*474731CA)
Canada	(*479403CA)
Canada	2,823,207
Canada	2,872,180
Canada	2,872,182
China	201680005306.3
China	201680006256.0
China	(*474731CN)
China	(*479403CN)
China	201180062982.1
China	201380023933.6
China	201610952760.1
China	201380023969.4
China	201711015685.7
Europe	16709842.5

Europe	16712549.1
Europe	17709524.7
Europe	17709895.1
Europe	11854028
Europe	13787551.4
Europe	13787769.2
Europe	16193018.5
Europe	17179081.9
Europe	17199731.5
Europe	2658462
Europe	2846722
Hong Kong	15108752.4
Hong Kong	15109227.9
Hong Kong	17106835.7
India	201717023472
India	201717024363
India	201817015286
India	201817015287
Japan	2017-539564
Japan	2017-555442
Japan	(*474731JP)
Japan	(*479403JP)
Japan	2013-547652
Japan	2015-511440
Japan	2015-511441
Japan	2016-210624
Japan	2017-195035
Japan	6034302
Japan	6101344

Japan	6229956
Korea	10-2017-7022212
Korea	10-2017-7022722
Korea	10-2018-7011556
Korea	10-2018-7011557
Korea	10-2014-7034156
Korea	10-2014-7034169