

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5758944

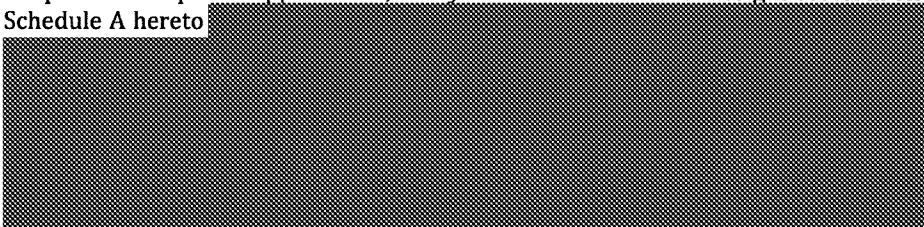






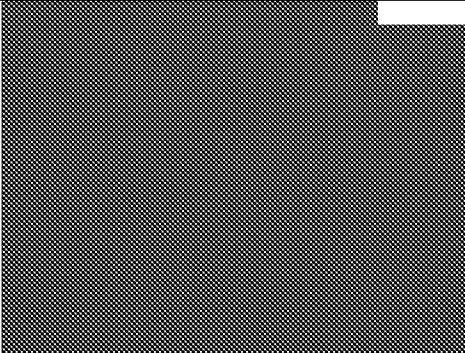
SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AO TECHNOLOGY AG	07/18/2019
RECEIVING PARTY DATA		
Name:	SYNTHESES GMBH	
Street Address:	LUZERNSTRASSE 21	
City:	ZUCHWIL	
State/Country:	SWITZERLAND	
Postal Code:	4528	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9119641	
Patent Number:	9687308	
Application Number:	15774798	
Application Number:	16453625	
CORRESPONDENCE DATA		
Fax Number:	(215)568-3439	
<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:	215-568-3100	
Email:	assignments@bakerlaw.com	
Correspondent Name:	BAKER HOSTETLER	
Address Line 1:	2929 ARCH STREET	
Address Line 2:	CIRA CENTRE, 12TH FLOOR	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104-2891	
ATTORNEY DOCKET NUMBER:	104525.007854	
NAME OF SUBMITTER:	ANN TREVISANI	
SIGNATURE:	/Ann Trevisani/	
DATE SIGNED:	10/08/2019	
Total Attachments: 8		
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EXHIBIT 2
PATENT AND IP ASSIGNMENT

This PATENT AND IP ASSIGNMENT (this "Assignment") is made and entered into as of _____, between AO Technology AG, a company incorporated under the laws of Switzerland with a registered address at Grabenstrasse 15, CH-7000 Chur, Switzerland ("AOTAG," Seller, "Assignor") and Synthes GmbH, having its principal place of business at Luzernstrasse 21, 4528 Zuchwil, Switzerland ("DPS," "Buyer," "Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement, dated as of _____ ("APA"), Buyer agreed to purchase, or to cause an Affiliate of Buyer to purchase, from Seller and its Affiliated Units the Purchased Assets, as defined in the APA, including

- (a) the patents and patent applications, utility models and industrial designs set forth on Schedule A hereto 
- (b) 
- (c) 
- (d) 
- (e) 
- (f) 
- (g) 
 - (i) 
 - (ii)
 - (iii)
 - (iv)
 - (v)
 - (vi)
 - (vii)
 - (viii)
 - (ix)
 - (x)
 - (xi)
 - (xii)

by 17-7-19

(h)

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

WHEREAS, in connection with the Closing of the transactions contemplated by the APA, Seller agreed to, and agreed to cause any relevant AO Affiliate Unit to, execute and deliver this Assignment, to effectuate the conveyance of all of Seller's and the Selling Affiliates' right, title and interest in, to and under the Purchased Assets thereby to Buyer or its applicable Affiliate.

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

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the APA.

SECTION 2. Conveyance, Assignment and Transfer. Assignor does hereby irrevocably sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all of Assignor's right, title and interest in,

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

by 17-7-10

- (g) [REDACTED]
- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]
- (iv) [REDACTED]
- (v) [REDACTED]
- (vi) [REDACTED]
- (vii) [REDACTED]
- (viii) [REDACTED]
- (ix) [REDACTED]
- (x) [REDACTED]
- (xi) [REDACTED]
- (xii) [REDACTED]
- (h) [REDACTED]
- (i) [REDACTED]
- (j) [REDACTED]

SECTION 3. No Modification of APA. Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the APA or constitute a waiver or release by any party to the APA of any liabilities, duties or obligations imposed thereby.

SECTION 4. General.

- (a) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same Assignment.
- (b) Entire Agreement. This Assignment, together with the APA (including all Exhibits thereto) contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
- (c) Further Assurances. Subject to Article IV, Section 4 of the APA, Assignor hereby agrees, without further consideration, to execute and deliver all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Buyer or to its successors or assigns, or to

by 7-7-19

evidence the rights, hereby transferred, including the execution and delivery of such other documents which Assignee, its successors and assigns may deem reasonably necessary to record the assignment of the Assigned Patents to Assignee worldwide or to otherwise perfect title to Buyer in any of the Purchased Assets.

- (d) Modifications and Amendments. The provisions of Article VIII, Section 3 and Section 8 of the APA shall apply hereto.
- (e) Assignability, Beneficiaries, Governing Law and Enforcement. The provisions of Article VIII, Section 3, Section 4, Section 6, and Section 7 of the APA shall apply hereto.
- (f) Costs. Beginning as of the Effective Date of this Assignment, Synthes GmbH will bear all costs and expenses associated with the herewith assigned and transferred Patent Rights, including expenses, costs and fees of prosecution, issuance, maintenance and annuity fees, and costs and expenses in relation to this assignment and transfer and its registration with the respective authorities.
- (f) Severability. The provisions of Article VIII, Section 7 of the APA shall apply hereto.

SECTION 5. Interpretation and Construction. This Assignment shall be interpreted and construed in accordance with Article I, Section 2 of the APA.

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by 11-7-19

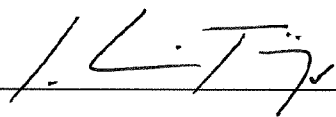
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

AO Technology AG

By: 

Title: ~~CEO~~ CHAIRMAN

Date: 17.7.2019

By: 

Title: COO / CFO

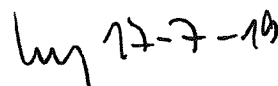
Date: 18.7.19

Synthes GmbH

By: 

Title: VP R+D

Date: 8-28-19



Schedule A

Patent Rights

by 12-7-19

List of Patent Families 2538 and 2799
in the Name of AO Technology AG

Ref.	Country	Inventor	Title	Appl. Date	Appl. No	Reg. Date	Reg. No.	Expiration	Status	Based on
2538	CA	Windolf, Nötzi	A device and a method for manipulating a bone or bone fragment or a surgical instrument, tool or implant and method for positioning such a device	2009-09-02	2735812	06.12.2016	2,735,812	2029-09-02	granted	PCT/CH2009/000295
2538	EU:DE	Windolf, Nötzi	A device and a method for manipulating a bone or bone fragment or a surgical instrument, tool or implant and method for positioning such a device	2009-09-02	9775782.7	10.10.2018	2320809	2029-09-02	granted	PCT/CH2009/000295
2538	EU:FR	Windolf, Nötzi	A device and a method for manipulating a bone or bone fragment or a surgical instrument, tool or implant and method for positioning such a device	2009-09-02	9775782.7	10.10.2018	2320809	2029-09-02	granted	PCT/CH2009/000295
2538	EU:GB	Windolf, Nötzi	A device and a method for manipulating a bone or bone fragment or a surgical instrument, tool or implant and method for positioning such a device	2009-09-02	9775782.7	10.10.2018	2320809	2029-09-02	granted	PCT/CH2009/000295
2538	JP	Windolf, Nötzi	A device and a method for manipulating a bone or bone fragment or a surgical instrument, tool or implant and method for positioning such a device	2009-09-02	2011-525385	17.10.2014	5632375	2029-09-02	granted	PCT/CH2009/000295
2538	US	Windolf, Nötzi	A device and a method for manipulating a bone or bone fragment or a surgical instrument, tool or implant and method for positioning such a device	2009-09-02	13061989	01.09.2015	9119641	2029-02-06	granted	PCT/CH2009/000295
2799	CA	Windolf, Nötzi	A method and a device for computer assisted surgery	2011-12-15	2857183	08.01.2019	2857183	2031-12-15	granted	PCT/CH2011/000299
2799	EU	Windolf, Nötzi	A method and a device for computer assisted surgery	2011-12-15	117996074				filed	PCT/CH2011/000299
2799	JP	Windolf, Nötzi	A method and a device for computer assisted surgery	2011-12-15	2014546258	17.02.2017	6093371	2031-12-15	granted	PCT/CH2011/000299
2799	US	Windolf, Nötzi	A method and a device for computer assisted surgery	2011-12-15	14/365633	27.06.2017	9,687,308	2032-10-26	granted	PCT/CH2011/000299

PATENT

List of Patent Families 3312 und 3604 in the Name of AO Technology AG

Ref.	Country	Inventor	Title	Appl. Date	Appl. No	Reg. Date	Reg. No.	Expiration	Status Based on
3312	EU	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	16800873.8				filed PCT/CH2016/000143
3312	US	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	15/774,798				filed PCT/CH2016/000143
3312	CA	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	3001738				filed PCT/CH2016/000143
3312	CN	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	2016800670195				filed PCT/CH2016/000143
3312	JP	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	2018-525459				filed PCT/CH2016/000143
3312	BR	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	BR1120180096059				filed PCT/CH2016/000143
3312	AU	Schuetz, Windolf	Surgical power drill including a measuring unit suitable for bone screw length determination	2016-11-11	2016356755				filed PCT/CH2016/000143
3604	CH	Windolf, Va	Surgical instrument	2018-07-31	00945/18	2018-07-31	00945/18		filed Ergänzendes Patent zur Abgrenzung des StdT der 3312/PCT sowie 3312/PCT II

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