

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5970740

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name	Execution Date	
DEPUY MITEK, LLC	12/29/2014	

RECEIVING PARTY DATA

Name:	DEPUY MITEK HOLDING CORPORATION
Street Address:	325 PARAMOUNT DRIVE
City:	RAYNHAM
State/Country:	MASSACHUSETTS
Postal Code:	02767

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15338895
Patent Number:	9511171

CORRESPONDENCE DATA

Fax Number: (732)524-2808

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.

Phone: 7325242759

Email: jnjuspatent@corus.jnj.com

Correspondent Name: JOSEPH F. SHIRTZ

Address Line 1: JOHNSON & JOHNSON

Address Line 2: ONE JOHNSON & JOHNSON PLAZA

Address Line 4: NEW BRUNSWICK, NEW JERSEY 08933

ATTORNEY DOCKET NUMBER:	MIT0268
NAME OF SUBMITTER:	ANGELINA PETTI
SIGNATURE:	/Angelina Petti/
DATE SIGNED:	02/19/2020

Total Attachments: 44

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PATENT

REEL: 051970 FRAME: 0729

GENERAL ASSIGNMENT, BILL OF SALE, AND ASSUMPTION

Pursuant to the terms and conditions of that certain Distribution Agreement (the "Agreement"), effective as of 8:00 a.m. Eastern Standard Time on December 29, 2014 (the "Effective Time"), by and among DePuy Mitek, LLC, a Massachusetts limited liability company (the "Distributor"), DePuy Mitek Holding Corporation, a Delaware corporation (the "Recipient"), and DePuy Synthes Sales, Inc., a Massachusetts corporation, the Distributor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, assign, convey, and deliver unto the Recipient, as of the date set forth above, an undifferentiated 50 percent interest in all of the Distributor's rights, title, and interest in the properties and assets set forth on Schedule A attached hereto.

The Recipient covenants and agrees that as of the date set forth above, the Recipient hereby assumes an undifferentiated 50 percent interest in the obligations, responsibilities, and liabilities of the Distributor set forth on Schedule B attached hereto as required by the terms of the Agreement, and the Recipient shall be bound by the terms of the governing agreements, commitments, and instruments that it is required to assume by the terms of the Agreement with the same force and effect as if such Recipient was an original party to such governing agreements, commitments, and instruments.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment, Bill of Sale, and Assumption to be effective as of the Effective Time.

DEPUY MITEK, LLC

By: 
Name: Karen A. Shaw
Title: Treasurer

DEPUY MITEK HOLDING CORPORATION

By: _____
Name: Gregory Maloblocki
Title: Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT, BILL OF SALE, AND ASSUMPTION]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment, Bill of Sale, and Assumption to be effective as of the Effective Time.

DEPUY MITEK, LLC

By: _____

Name: Karen A. Shaw

Title: Treasurer

DEPUY MITEK HOLDING CORPORATION

By: 

Name: Gregory Maloblocki

Title: Secretary

[SIGNATURE PAGE OF GENERAL ASSIGNMENT, BILL OF SALE, AND ASSUMPTION]

PATENT
REEL: 051970 FRAME: 0733

Schedule A

Distributed Assets

DePuy Mitek, LLC

(a) All intellectual property owned by the Distributor, including:

- (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice); all improvements to any inventions; and all patents, patent applications, patent disclosures, utility models, certificates of invention and industrial designs, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, and reexaminations, and any patent or patent application that claims priority to any of the foregoing, including without limitation the properties listed in Schedule A-1 (Step1-1);
- (ii) all trade secrets and confidential business information, including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data and information, designs, drawings, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), algorithms, test data, toxicology data, clinical data, analytical and quality control data, stability data and studies, marketing reports, customer information, business or financial information, supplier lists, and pricing and cost information;
- (iii) any and all other intellectual property or proprietary rights not specifically identified in (a)(i) and (a)(ii);
- (iv) all claims or rights of action arising out of or related to any infringement, misappropriation or other violation of the foregoing intellectual property listed in (a)(i), (a)(ii) or (a)(iii), including rights to recover damages for past, present and future violations thereof;
- (v) all copies and tangible embodiments of the foregoing property listed in (a)(i), (a)(ii) or (a)(iii), (in whatever form or medium); and
- (vi) all common law rights with respect to the foregoing property listed in (a)(i), (a)(ii) or (a)(iii).

(b) Any and all legally binding agreements, whether written or oral, entered into by the Distributor prior to the Effective Time that relate to the properties listed in (a)(i)-(vi) above ("Transferred Agreements"), including, without limitation, sales agreements, marketing agreements, manufacturing agreements, supply agreements, research agreements, development agreements, license agreements, consent agreements, consulting agreements, clinical agreements, and settlement agreements, together with any amendments, restatements, supplements or other modifications thereto.

(c) All manufacturing and research and development assets (including any and all related workforce) owned by the Distributor, including without limitation the assets listed in Schedule A-2 (Step 1-1).

Schedule A-1 (Step 1-1)

DePuy Mitek, LLC

[See Attached]

Z	B	C	D	E	F	G	H
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1389 ETH138824PPSP	SKUDA	1287734	22527814	0	0	0	0

Schedule B

Assumed Liabilities

DePuy Mitek, LLC:

All of the obligations, responsibilities and liabilities of the Distributor with respect to its business or otherwise, including, without limitation, the obligations, responsibilities and liabilities related to the Distributed Assets, but excluding the Distributor's obligations to comply with the Agreement.