506743005 06/30/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6789821

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY DA	ATA					
		Name	Execution Date			
DEPUY SYNTHES PRO	DUCTS,	INC.	06/16/2016			
			·			
RECEIVING PARTY DA	 T					
Name:	THE PENN STATE RESEARCH FOUNDATION					
Street Address:	304 OLD MAIN					
City:	UNIVERSITY PARK					
State/Country:	PENNSYLVANIA					
Postal Code:	16802					
Name:	BARRY	BARRY M. FELL				
Street Address:	7124 RED TOP ROAD					
City:	HUMMELSTOWN					
State/Country:	PENNSYLVANIA					
Postal Code:	17036					
Name:	THERMOPLASTIC PRODUCTS CORPORATION					
Street Address:	7124 RED TOP ROAD					
City:	HUMMELSTOWN					
State/Country:	PENNSYLVANIA					
Postal Code:	17036					
	•					
PROPERTY NUMBERS	Total: 1		7			
Property Type		Number				
Application Number:		17360580				
	A T A					
CORRESPONDENCE D		(248)258 2251				
		(248)358-3351 • the e-mail address first; if that is un s	successful, it will he sent			
		; if that is unsuccessful, it will be ser				
Phone:		2483584400				
Email:		apage@brookskushman.com				
Correspondent Name:		BROOKS KUSHMAN P.C.				
Address Line 1: 100		1000 TOWN CENTER				

Address Line 2: SUITE 2200

Address Line 4: SOUTHFIELD, MICHIGAN 48075

506743005

ATTORNEY DOCKET NUMBER:	BMFS 0152 PUS2
NAME OF SUBMITTER:	STEPHANIE M. MANSFIELD
SIGNATURE:	/Stephanie M. Mansfield/
DATE SIGNED:	06/29/2021
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made and entered into effective as of the Effective Date, as defined in the Intellectual Property and Technology Transfer Agreement ("Transfer Agreement"), by and between DePuy Synthes Products, Inc., a Delaware corporation having a principal place of business at 325 Paramount Drive, Raynham, MA 02767 ("Assignor"), The Penn State Research Foundation, a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an office at 304 Old Main, University Park, PA 16802 ("PSRF"), and Barry M. Fell and Thermoplastic Products Corporation, with a principal place of business located at 7124 Red Top Road, Hummelstown, PA 17036 (collectively "TPC"; PSRF and TPC collectively the "Assignee").

WHEREAS, Assignor owns the entire right, title, and interest to the Joint IP, as set forth in Exhibit A, and is desirous to convey the entire right, title, and interest to the Joint IP, as defined in the License and Development Agreement of August 27, 2010, to Assignee; and

WHEREAS, Assignce to receive ownership of all right, title and interest to the Joint IP;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follow.

1. Assignment and Transfer. Assignor fully, unconditionally, and irrevocably transfers, assigns, delivers, and conveys to Assignee its entire worldwide right, title, and interest in and to the Joint IP, as further described in Exhibit A, including all patents; patent applications including any provisional, conventional, division, continuation, continuation-in-part, substitution, reissue, renewal, reexamination, extension, addition, continued prosecution application, or request for continued examination thereof; and in and to all inventions and improvements thereon, preparatory to obtaining Letters Patent of the United States therefor (herein collectively referred to as "U.S. Patent Rights"); any and all corresponding international and foreign applications for Letters Patent and any foreign patents issuing thereon (herein collectively referred to as "Related International Patent Rights"); all convention, statutory, administrative, regulatory, and treaty rights of any kind, in all countries throughout the world, for all such subject matter as well as the right to claim any applicable priority rights to the US Patent Rights and Related International Patent Rights to be filed and issued in the name of Assignee or its designee, insofar as permitted by applicable law; all other proprietary or intellectual property rights of any kind or nature therein; and all of the assets, properties, contracts, rights, and obligations relating thereto, including the right to recover for damages and profits and any and all other remedies for past infringement, which may have occurred before the date of this Assignment, the same to be held and enjoyed by Assignee, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Joint IP are granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

2. <u>Further Documentation and Actions</u>. Assignor agrees, without charge to Assignee but at the Assignee's expense, to execute and deliver to Assignee any further assignments, documents, oaths, and instruments, assist in any legal proceedings, and generally do everything reasonably possible to aid Assignee, its successors, assigns, and nominees, to acquire, obtain, hold, enforce, convey and uphold validity and proper protection for all Joint IP throughout the world, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency throughout the world.

3. <u>Construction</u>. This Assignment: (a) is governed by the laws of the Commonwealth of Pennsylvania; (b) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument; and (c) supersedes any oral or written agreement, understanding, discussion, or other documentation to the contrary with regards to assignment of the patent rights to the Joint IP.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Assignment as of the Effective Date.

DePuy Synthes Products, Inc.

By: <u>Marade</u> Muul Amanda M. Kessel, Senior IP Counsel Assistant Secretary Date: <u>Jane 10, 2016</u>

Notarization

On this <u>//</u> day of <u>/////</u>, 2016, before me, the undersigned Notary Public, personally appeared proved to me through satisfactory evidence of identification to be the person whose name is signed on the foregoing assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual executed this document of his/her own free will.

<u>Notary Public</u> Notary Public My Commission Expires: <u>10/24/20</u>17

(Seal) COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL SUZANNE M GANNON Notary Public WEST CHESTER BORD., CHESTER CNTY My Commission Expires Oct 24, 2017

Penn State Research Foundation

By: _____ David Branigan Treasurer

Notarization

On this ______ day of ______, 2016, before me, the undersigned Notary Public, personally appeared proved to me through satisfactory evidence of identification to be the person whose name is signed on the foregoing assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual executed this document of his/her own free will.

(Seal)

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Assignment as of the Effective Date.

DePuy Synthes Products, Inc.

By: ______ Amanda M. Kessel, Senior IP Counsel Assistant Secretary Date: _____

Notarization

On this day of ______, 2016, before me, the undersigned Notary Public, personally appeared proved to me through satisfactory evidence of identification to be the person whose name is signed on the foregoing assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual executed this document of his/her own free will.

(Seal)

Notary Public

My Commission Expires:

Penn State Research Foundation

June 1 1 By:

David Branigan Treasurer

Notarization

On this 1^{2} day of 3_{3} , 2016, before me, the undersigned Notary Public, personally appeared proved to me through satisfactory evidence of identification to be the person whose name is signed on the foregoing assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual executed this document of his/her own free will.

Notary Public

My Commission Expires: 4675.10,2018

Commonwealth of Pennsylvania

(Seal)

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Pamela Jo Nisewonger, Notary Public State College Boro, Centre County My Commission Expires Feb. 10, 2018 NEWBER, PERMISTLVARIA ASSOCIATION OF NOTABLES

14

Thermoplastic Products Corporation

Peosdent By: Date:

Notarization

On this tay of the day of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual executed this document of his/her own free will.

Buckell

My Commission Expires: Much 3, 2020

(Seal)



Barry M. Fell

fm Ell ... Jne g 2016 By: Date:____

Notarization

On this 10^{12} day of 10^{12} day of 10^{12} , 2016, before me, the undersigned Notary Public, personally appeared proved to me through satisfactory evidence of identification to be the person whose name is signed on the foregoing assignment, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual executed this document of his/her own free will.

Jan E. Buchill Nover Public

My Commission Expires: Much 3, 2000

(Seal)

EALTH OF PENNSYLVAMA NOTARIAL SEAL BURCHILL, Notary Public rvy Township, Dauphin County My Commission Expires March 3, 2020

EXHIBIT A

Title	Jurisdiction	Patent Application No.	Filling Date	Patent No.	Issue Date
Bone Repair System, Kit and Method	US	13/835,719	March 15, 2013	N/A	N/A
Bone Repair System, Kit and Method	PCT	WOUS14024412	March 12, 2014	N/A	N/A
Bone Repair System, Kit and Method	EP	EP14720756	March 12, 2014	N/A	N/A