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Castillo Grau & Asociados
ABOGADOS

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Rad: 06-022760- 00003-0000

Fee: 2006-06-23 09:25:25 Dep. 2020 NUECREACIONE

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Act 444 RESPUESTAREQUIF Folio 10

Señora Jefe
DIVISIÓN DE NUEVAS CREACIONES
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
Bogotá, D.C.

Re.: Expediente No. 06 22.760
Fase Nacional Sollicitud PCT
a nombre de
SYNTHES GMBH
Código 011 – 378 - 444

En relación con la solicitud contenida en el expediente de la referencia y, en particular, para dar respuesta a su último requerimiento hecho dentro del mismo, dentro del término conferido, por medio del presente escrito me permito manifestarle:

1. Acompaño copia certificada del documento donde consta la cesión del derecho a la patente de los Inventores:

- Christopher J. Ryan
- Pascal Stihl

a favor de la sociedad Synthes (U.S.A.), debidamente firmado, autenticado por Notario Público y legalizado por Apostilla.

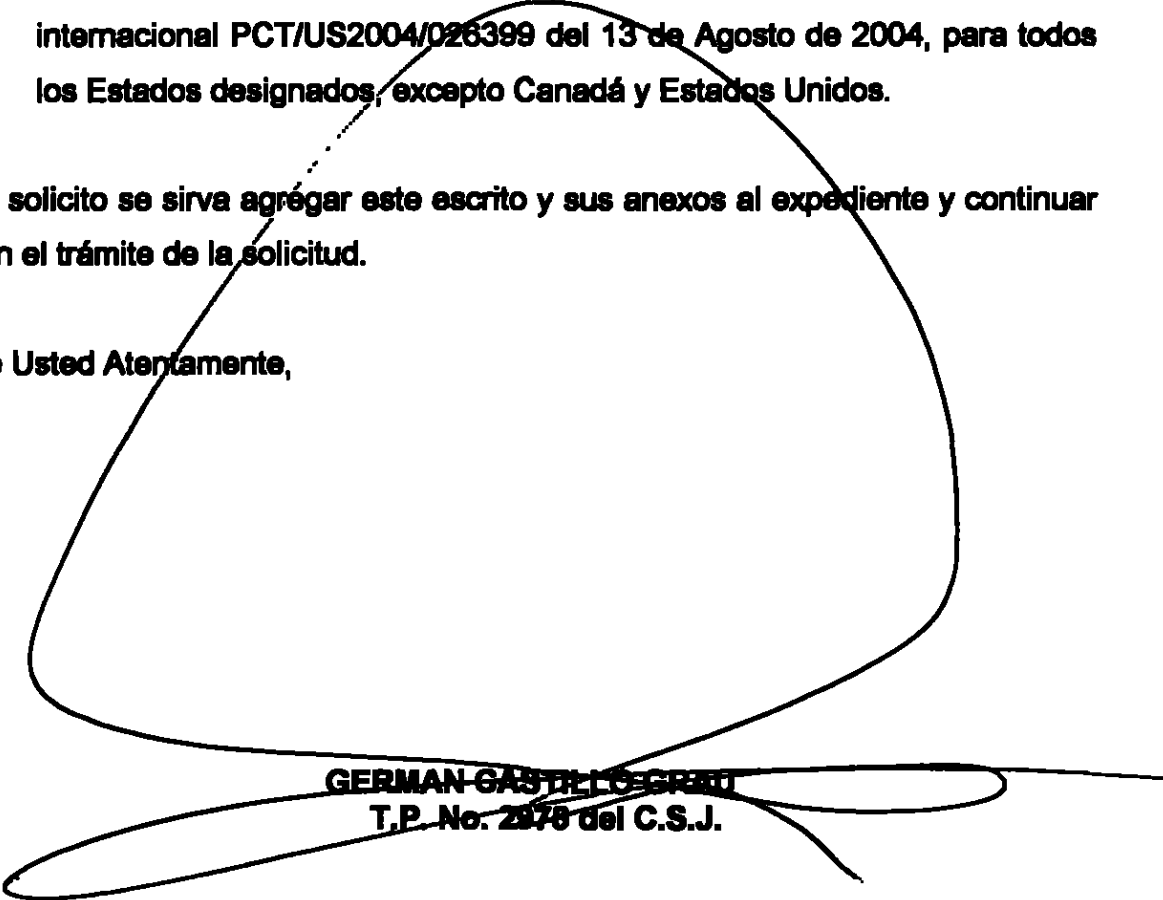
2. Acompaño copia certificada del documento donde consta que el inventor Lawrence J. Binder, Jr., en su calidad de empleado de la sociedad Synthes U.S.A., revela y cede a la misma todos los derechos sobre las invenciones e innovaciones desarrolladas por él durante su periodo de empleo, debidamente firmado, autenticado por Notario Público y legalizado por Apostilla.
3. Acompaño copia certificada del documento donde consta la cesión del derecho a la patente de la sociedad Synthes (U.S.A.) a favor de la

sociedad solicitante Synthes GmbH, debidamente firmado, autenticado por Notario Público y legalizado por Apostilla.

4. Acompaño copia auténtica del poder conferido por la sociedad solicitante Synthes GmbH, debidamente firmado, autenticado ante Notario Público quién certifica la existencia y representación legal de la sociedad, y legalizado por Apostilla.
5. Acompaño copia de la Solicitud remitida el 9 de Enero de 2006 por medio de la cual se solicita a la Oficina Internacional la inscripción del Cambio de Nombre del solicitante por el de Synthes GmbH, respecto de la solicitud internacional PCT/US2004/026399 del 13 de Agosto de 2004, para todos los Estados designados, excepto Canadá y Estados Unidos.

Le solicito se sirva agregar este escrito y sus anexos al expediente y continuar con el trámite de la solicitud.

De Usted Atentamente,


GERMAN CASTILLO GRAU
T.P. No. 2978 del C.S.J.

Apostille

(Convention de La Haye du 5 Octobre 1961)

6A

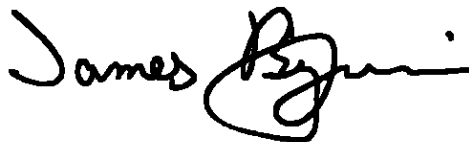
6B

~~6A~~

1. Country: **United States of America**
This public document
2. has been signed by **Norman Goodman**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **New York**

Certified

5. At New York, New York
6. the 07th day of June 2006
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10198111B
9. Seal/Stamp
10. Signature



James Bizzarri
Special Deputy Secretary of State

65

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Form 1

State of New York
County of New York, } ss.:

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, a Court of Record, having by law a seal,
DO HEREBY CERTIFY pursuant to the Executive Law of the State of New York, that


whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York duly commissioned, sworn and qualified to act as such; that pursuant to law, a commission or a certificate of his official character, with his autograph signature has been filed in my office; that at the time of taking such proof, acknowledgment or oath, he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal this

FEE PAID \$3.00 MAY 3 0 2006


County Clerk and Clerk of the Supreme Court, New York County

VERIFICATION

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

I verify that the attached document identified as:

Assignment

is a true copy of the document as executed on January 6, 2005 by
Christopher J. Ryan and Pascal Stihl to **SYNTHES (U.S.A.)** of
 United States and corresponding foreign rights in connection
 with U.S. Serial No. 10/639,515 filed August 13, 2003.

Courtney Manning
 Courtney Manning

Subscribed and sworn to before me this 8th day of May,

2006.

[Signature]
 Notary Public

JAMAL PARKER
 Notary Public, State of New York
 No. 24-01PA5042838
 Qualified in Kings County
 Certificate Filed in New York County
 Commission Expires June 5, 2006

67 68
JOINT

ASSIGNMENT

WHEREAS, WE, LAWRENCE J. BINDER, JR.; CHRISTOPHER J. RYAN; PASCAL STIHL, ASSIGNORS, citizens of the United States; the United States; Switzerland, respectively, residing at 5025 Soundness Ct., Doylestown, PA 18901; 1221 Morstein Rd., West Chester, PA 19380; and 1221 Morstein Rd., West Chester, PA 19380, respectively, are the inventors of the invention in QUICK-RELEASE DRILL GUIDE ASSEMBLY FOR BONE PLATE for which we have executed an application for a Patent of the United States

- ☒ which is executed on ☒ even date herewith or ☐
☒ which is identified by Jones Day docket no. 708716-999997
☐ which was filed on , Application No.
☐ We hereby authorize and request our attorney, , of Jones Day, , to insert here in parentheses (Application number, _____ filed _____) the filing date and application number of said application when known.

and WHEREAS, SYNTHES (USA), a General Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, Pennsylvania, 19301 ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all renewals and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and releases thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reform and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We have set our hands and seals the day and year set opposite our respective signatures.

DATE: _____

X
LAWRENCE J. BINDER, JR.

DATE: _____

Witness (print name) X
Witness Signature

DATE: 06 Jan 05

X
CHRISTOPHER RYAN

DATE: 1/6/05

Katherine C Orse
Witness (print name)

Katherine C Orse
Witness Signature

Notarial Seal
Katherine C. Orse, Notary Public
East Goshen Twp., Chester County
My Commission Expires June 25, 2008
Member, Pennsylvania Association Of Notaries

NYJD: 130894.1

0001550

DATE: 06JANUOS

DATE: 1/6/05

x Pascal Stihl
PASCAL STIHL

Katherine C Orse
Witness (print name)

Katherine C. Orse
Witness Signature

Notarial Seal
Katherine C. Orse, Notary Public
East Goshen Twp., Chester County
My Commission Expires June 25, 2008
Member, Pennsylvania Association Of Notaries

NYSD: 150394.1

0001550!

Apostille

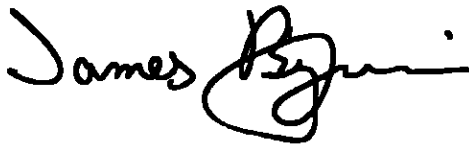
(Convention de La Haye du 5 Octobre 1961)

69 ~~67~~

1. Country: **United States of America**
This public document
2. has been signed by **Norman Goodman**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **New York**

Certified

5. At New York, New York
6. the 18th day of April 2006
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10434329A
9. Seal/Stamp
10. Signature



James Bizzarri
Special Deputy Secretary of State

State of New York
County of New York,

COUNTY
CLERK

20 490473

Page 1

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, Court of Record, having by law a seal, DO HEREBY CERTIFY that the Executive Law of the State of New York, that

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York duly commissioned, sworn and qualified to act as such; that pursuant to law, a commission or a certificate of his official character, with his autograph signature has been filed in my office; that at the time of taking such proof, acknowledgment or oath, he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereto set my hand affixed my official seal this

FEE PAID \$3.00 APR 10 2006

APR 10 2006

Norman Goodman
County Clerk and Clerk of the Supreme Court, New York County

68
21

VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I verify that the attached document identified as:

Employment Agreement

is a true copy of the document as executed on March 15, 1999 by
Lawrence Binder, Jr. to **SYNTHES (U.S.A.)** of United States and
corresponding foreign rights.

Courtney Manning
Courtney Manning

Subscribed and sworn to before me this 24th day of

March, 2006.

[Signature]
Notary Public

JAMAL PARKER
Notary Public, State of New York
No. 24-01PA5042838
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 5, 2006



SYNTHES U.S.A.

EMPLOYEE INNOVATION AND NON-DISCLOSURE AGREEMENT

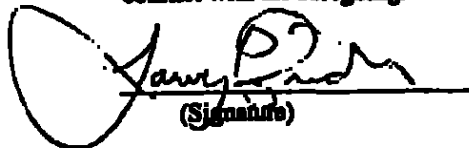
TO SYNTHES U.S.A.:

In consideration of my continued employment by SYNTHES and of the salary or wages paid to me and intending to be legally bound hereby, I agree:

- (a) to disclose and assign to SYNTHES as its exclusive property, all inventions and technical or business innovations, including computer software developed or conceived by me solely or jointly with others on company time or on my own time during the period of my employment, (1) that are along the lines of the businesses, work or investigations of SYNTHES or its affiliates to which my employment relates, or as to which I may receive information due to my employment, or (2) that result from or are suggested by any work which I may do for SYNTHES or (3) that are otherwise made through the use of SYNTHES time, facilities or materials;
- (b) to execute all necessary papers and otherwise provide proper assistance (at SYNTHES' expense), during and subsequent to my employment, to enable SYNTHES to obtain for itself or its nominees, patent, copyrights, or other legal protection for such inventions or innovations in any and all countries;
- (c) to make and maintain for SYNTHES adequate and current written records of all such inventions or innovations as set forth in SYNTHES operating guidelines (PD020 Patent Applications);
- (d) upon any termination of my employment to deliver to SYNTHES promptly all items which belong to SYNTHES or which by their nature are for the use of SYNTHES employees only, including, without limitation, all written and other materials which are of a secret or confidential* nature relating to the business of the Company or its affiliates;
- (e) not to use, publish or otherwise disclose (except as my SYNTHES duties may require) either during or subsequent to my employment, any secret or confidential information or data of SYNTHES or any information or data of others, such as, but not limited to, sales dollars or units, product technology or product development, project information, manufacturing methods or technology, reports or reporting systems, which SYNTHES is obligated to maintain in confidence; and
- (f) not to disclose or utilize in my work with SYNTHES any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own which are not included within the scope of this agreement.

This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of SYNTHES. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. SYNTHES, wherever used in this agreement, includes SYNTHES U.S.A., SYNTHES MAXILLOFACIAL, SYNTHES SPINE AND SYNTHES NORTH AMERICA.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.


(Signature)

Lawrence Binder Jr.
(Print Name)

3-15-99
(Date)

*These terms are used in the ordinary sense, without limitation. Examples of materials, information and data which may be of a secret or confidential nature are: writings, drawings, manuals, notebooks, reports, audio/visual work, prototypes, models, inventions, formulas, processes, machines, compositions, computer software, microfiche, accounting methods, business plans and information systems including such materials, information and data which are in machine readable form or otherwise and any information gained through discussions and/or meetings.

Apostille

(Convention de La Haye du 5 Octobre 1961)

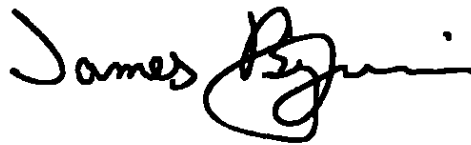
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1. Country: **United States of America**
This public document
2. has been signed by **Norman Goodman**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **New York**

Certified

5. At New York, New York
6. the 18th day of April 2006
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10434332A
9. Seal/Stamp
10. Signature



James Bizzarri
Special Deputy Secretary of State

State of New York
County of New York,

NEW YORK
COUNTY

79 490474

Form 1

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, a Court of Record, having by law a seal,
DO HEREBY CERTIFY pursuant to the Executive Law of the State of New York, that

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, as at the time of taking the same a NOTARY PUBLIC in and for the State of New York duly commissioned, sworn and qualified to act as such; that pursuant to law, a commission or a certificate of his official character, with his autograph signature has been filed in my office; that at the time of taking such proof, acknowledgment or oath, he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal this

APR 10 2006
FEE PAID \$3.00

APR 10 2006

Norman Goodman
County Clerk and Clerk of the Supreme Court, New York County

VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I verify that the attached document identified as:

Assignment

is a true copy of the document as executed on March 24, 2006 by **SYNTHES (U.S.A.)** to **SYNTHES GmbH** and **HFSC COMPANY** of United States and corresponding foreign rights in connection with U.S. Serial No. 10/639,515 filed August 13, 2003 and U.S. Serial No. 10/979,915 filed November 1, 2004.

Courtney Manning
Courtney Manning

Subscribed and sworn to before me this 24th day of
March, 2006.

Notary Public

JAMAL PARKER
Notary Public, State of New York,
No. 24-01PA5042838
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 5, 2006

76 72

ASSIGNMENT

WHEREAS, Synthes (USA), ASSIGNOR, a Partnership organized under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, has all right, title and interest in United States Patent Application Ser. Nos. 10/639,515 and 10/979,915, which were filed with the United States Patent and Trademark Office on 8/13/03 and 11/1/04, respectively, both entitled QUICK-RELEASE DRILL GUIDE ASSEMBLY FOR BONE PLATE and all inventions described, disclosed or claimed therein (hereinafter "the Invention");

AND WHEREAS, Synthes GmbH, ASSIGNEE, having a place of business at Eimattstrasse 3, 4436 Oberdorf, Switzerland, is desirous of obtaining the entire right, title and interest to and under the Invention, including the right to bring an action and recover damages for past infringements, if any, in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda (hereinafter "the Excluded Geographic Locations");

AND WHEREAS, HFSC Company, ASSIGNEE, a Partnership organized under the laws of the Commonwealth of Pennsylvania and having a place of business at 1302 Wrights Lane East, West Chester, PA 19380, is desirous of obtaining the entire right, title and interest to the Invention, including the right to bring an action and recover damages for past infringement, if any, in the Excluded Geographic Locations;

AND WHEREAS, ASSIGNOR, is desirous of assigning its entire right, title and interest to the Invention to the ASSIGNEES, including the right to bring an action and recover damages for past infringement, if any;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEES, their successors, legal representatives and assigns, all ASSIGNOR'S rights, title and interest in the Invention including the right to bring an action and recover damages for past infringement, if any; and all rights, title and interest in any corresponding patent applications and all divisions, renewals and continuations thereof, and all Patents which may be granted thereon and all reissues and extensions thereof; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said Invention in any country, and all extensions, renewals and reissues thereof;

NOW, THEREFORE, Synthes GmbH shall obtain all said rights, title and interest in the Invention in all geographic regions except the Excluded Geographic Locations; and HFSC Company shall obtain all said rights, title, and interest in the Invention in the Excluded Geographic Locations;

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AND ASSIGNOR HEREBY covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to it respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention.

AND ASSIGNOR HEREBY further covenants and agrees that it has read this Assignment, knows and understands its contents, and comprehends and agrees to all of its terms, conditions and meanings and their significance.

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the ASSIGNOR warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR: Synthes (USA)
Robert M. Rauker Authorized to sign on behalf of Synthes (USA)
Signature: Robert M. Rauker
Position/Title: Chief Patent Counsel
Address: 1302 Wrights Lane East
West Chester, Pennsylvania 19380
Date: March 24, 2006

Commonwealth of PA
State of)
County of Chester) SS.:

On March 24, 2006, before me, Carrie A. McPherson, Notary Public, personally appeared Robert M. Rauker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Carrie A. McPherson

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carrie A. McPherson, Notary Public
West Chester Boro, Chester County
My Commission Expires Jan. 27, 2010
Member, Pennsylvania Association of Notaries

78 44

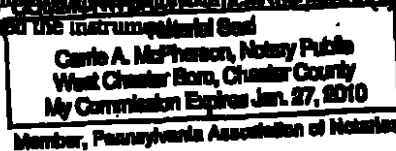
ASSIGNEE: Synthes GmbH
Robert M. Rauker Authorized to sign on behalf of Synthes GmbH
Signature: Robert M. Rauker
Position/Title: Chief Patent Counsel
Address: 1302 Wrights Lane East
West Chester, Pennsylvania 19380
Date: March 24, 2006

Commonwealth of PA
State of)
County of Chester) SS.:

On March 24, 2006, before me, Carrie A. McPherson, Notary Public, personally appeared Robert M. Rauker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Carrie A. McPherson



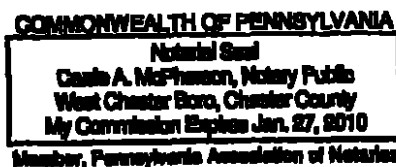
ASSIGNEE: HFSC Company
Robert M. Rauker Authorized to sign on behalf of HFSC Company
Signature: Robert M. Rauker
Position/Title: Chief Patent Counsel
Address: 1302 Wrights Lane East
West Chester, Pennsylvania 19380
Date: March 24, 2006

Commonwealth of PA
State of)
County of Chester) SS.:

On March 24, 2006, before me, Carrie A. McPherson, Notary Public, personally appeared Robert M. Rauker, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Carrie A. McPherson



79 75

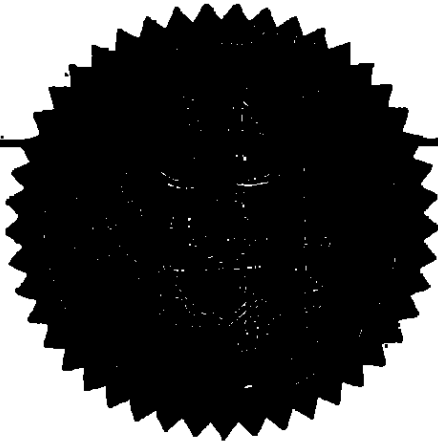
APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country : United States Of America
2. This public document has been signed by **CARRIE A MCPHERSON**
3. acting in the capacity of **NOTARY PUBLIC**
4. Bears the seal/stamp **CARRIE A MCPHERSON, NOTARY PUBLIC, CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA**
5. at **Harrisburg, Pennsylvania**
6. The **28th** day of **March, 2006**
7. by **Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania**
8. No : **200611898**
9. Seal/Stamp
10. Signature

Certified

Pedro A. Cortés
Pedro A. Cortés



Como Notario Veintiseis del Estado de
Bogotá, hago constar que esta copia
coincide con original que se ha presentado
Bogotá D.C. - Colombia.

20 JUN 2006

GUSTAVO SAMPER RODRIGUEZ
NOTARIO VEINTISEIS

Castillo Grau & Associates

LAW OFFICES
P.O. BOX 281473
BOGOTÁ, COLOMBIA

FOR PATENTS AND TRADE MARKS IN

COLOMBIA

PODER GENERAL

GENERAL POWER OF ATTORNEY

1 Applicant's name

2 Applicant's Address

3 Leave blank

4 Date

5 Applicant's signature

The applicant's signature must be attested by a Notary Public through the NOTARIAL CERTIFICATE: in the "Individual", when the signer is a natural person; and in the "Corporations", when is a legal one. The Notary's signature must then be legalized by a Colombian Consular Officer.

La firma del solicitante debe ser atestada por un Notario Público por medio de la DECLARACION NOTARIAL: en la "Individual", cuando el firmante es una persona natural; y en la de "Corporaciones", cuando es una persona jurídica. La firma del Notario deberá ser legalizada por el Consulado Colombiano.

(1) SYNTHES GmbH

domiciliada en (2) Elmastrasse 3-4436 Oberdorf, Suiza

nombra al Dr. (3) Germán Castillo Grau y a Adriana Castillo Gilsone y a Luis Felipe Castillo Gilsone

Con oficios en la Carrera 13 No 37-43 Piso 12 en Bogotá, Colombia como sus representantes con poder especial amplio y suficiente, para recibir de las oficinas y autoridades Colombianas, administrativas, judiciales o de policía, en primera o segunda instancia, la obtención de Patentes de Invención, Registro de Marcas, de Modelos y de Dibujos Industriales, de Nombres Comerciales y Ensenas, lo mismo que traslases, extensiones, renovaciones, cambios de nombre, registro de licencias de explotación y registro de licencias de uso referentes a tales actuaciones, a cuyo efecto les faculta para dar órdenes autoritarias todas las veces necesarias al objeto indicado, elevar solicitudes, formular descripciones, enmiendas, protestas, declaraciones, apelaciones y reclamos, solicitar la aplicación de medidas cautelares, aceptar en nuestro nombre y representación la Cesión de derechos de invención y de patente de invención que se nos haga por cualquier persona, abstenr todas las impuestas, costas y pagos determinados por la ley, recibir todos los documentos y valores dando el descargo respectivo, llenar cualesquiera otros requisitos, desistir y tomar en fin todas las medidas que creyeren conducentes al resguardo de nuestros intereses y en caso de presentarse oposiciones para que intervengan como demandantes o como demandados, con todas las demás facultades legales necesarias. Este poder comprende además las facultades de recibir, desistir, transigir, comprometer, sustituir, revocar sustituciones, recibir notificaciones y nombrar apoderados judiciales o extrajudiciales.

Dado y firmado en (4) West Chester, PA

(5) Robert Rauker - Authorized Agent

Corporate Seal to be affixed

(1) SYNTHES GmbH

domicilada en (2) Elmastrasse 3-4436 Oberdorf, Switzerland

hereby appoint Dr. (3) Germán Castillo Grau and/or Adriana Castillo Gilsone and/or Luis Felipe Castillo Gilsone

With offices at Carrera 13 No 37-43 Piso 12 in Bogotá, Colombia as our representatives with special, ample and sufficient power to obtain from the offices and Colombian authorities, administrative, judicial and police, in first or in second instance, Privileged Patents of Invention, Registration of Trade Marks, of Models and Industrial Drawings, of Commercial Names and emblems, as well as assignments, extensions, renewals, changes of name, registration of licenses of exploitation and of licenses of use relating to said actions, who are empowered to take before said authorities all of the necessary steps for the purposes indicated, to file applications, to formulate descriptions, corrections, protests, declarations, appeals and claims, apply for precautionary measures, to accept on our behalf and representation the assignment of rights of invention and titles of invention that may be done to us by any person, to pay all taxes, quotas and payments prescribed by law, to receive all the documents and proceeds giving the respective acquittance or receipt; to fulfill any other requisites to desist and take in fact any other measures that may be deemed conducive to the safeguard of our interests, and in case oppositions are presented to intervene as complainant and defendant, with all necessary legal faculties. This power of attorney includes the faculties to receive, desist, compromise, transact substitute it in all or in part, to revoke substitutions, to receive notifications and to appoint extra-judicial or judicial attorneys.

Given and signed in (4) West Chester, PA

Como Notario Verificador del Círculo de PA Bogotá, hago constar que esta copia es idéntica con original que se ha presentado Bogotá D.C. - Colombia.

20 JUN 2006

GUSTAVO SAMPER RODRIGUEZ
NOTARIO VEINTISEIS

La declaración Notarial a la vuelta.

Notarial acknowledgement on other side.

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DECLARACION NOTARIAL

(Individual)

A los 28 días del mes de Febrero 2006
compareció... personalmente ante mí, Notario Público

a quien(s) doy fe de conocer y me consta que es (son) la(s) persona(s) descrita(s) y firmante(s) del documento que precede, declarando ante mí que otorga(n) el mismo para los fines y propósitos que en él se expresan.

El Notario Público,

NOTARIAL CERTIFICATE

(Individual)

On this 28th day of February 2006 personally appeared before me, a Notary Public

to me known, and known to me to be the person(s) described in and who executed the foregoing document, and he (they) duly acknowledged to me that he (they) executed same for the uses and purposes therein expressed.

Notary Public.

(Sociedades)

El infrascrito Notario Certifica: que la firma que antecede y dice
Robert. Rauker

es auténtica; que el signatario desempeña actualmente el cargo de
Agente Autorizado

de
SYNTHEX GmbH

que tiene facultad para otorgar este poder; y que dicha compañía está domiciliada en
Eimastrasse 3
4436 Oberdorf, Suiza

y actualmente existe y está organizada de acuerdo a las leyes de
Suiza

Todos los hechos anteriores le constan por haber examinado los documentos respectivos y de todo ello da fe.

Dado y firmado en
West Chester, PA

El Notario Público,

(Corporations)

The undersigned Notary Public certifies; that the preceding signature reading
Robert. Rauker

is authentic; that the signer at present fills the post of
Authorized Agent

of
SYNTHEX GmbH

and that he is empowered to grant this power; and that said company is domiciled in
Eimastrasse 3
4436 Oberdorf, Switzerland

and actually exists and is organized in accordance with the laws of
Switzerland

All the foregoing facts are known to the Notary due to his having examined the respective documents to which he, the Notary attests.

Granted and signed in
West Chester, PA

Notary Public.

Carrie A. McPherson

(Con legalización Consular)

(With Consular)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carrie A. McPherson, Notary Public
Jurat West Chester Boro, Chester County
My Commission Expires Jan. 27, 2010
Member, Pennsylvania Association of Notaries

Como Notario Veintidós del Circolo de Bogotá, hago constar que esta copia es copia con original que se ha presentado Bogotá D.C. - Colombia.

20 JUN 2006

GUSTAVO SAMPER RODRIGUEZ
NOTARIO VEINTIDÓS

82 78
Via Facsimile

IN THE INTERNATIONAL BUREAU
WORLD INTELLECTUAL PROPERTY ORGANIZATION

Int'l Appln. of: Binder et al.

Authorized Officer: Philippe Becamel

Int'l Appln. No.: PCT/US04/26399

Atty. Docket No.: 8932-776-228

Int'l Filing Date: August 13, 2004

For: QUICK-RELEASE DRILL GUIDE
ASSEMBLY FOR BONE PLATE

REQUEST TO CHANGE NAME OF APPLICANT PURSUANT TO RULE 92^{bis}

The International Bureau of WIPO
34, chemin des Colombettes
1211 Geneva 20
SWITZERLAND
Fax: 011-41-22-740-14-35

Sir/Madam:

Pursuant to Rule 92^{bis}, it is hereby requested that a change in the name of applicants be recorded in the above-identified application. The new applicant for this application for Canada (CA) only is HFSC COMPANY. The new applicant for all designated states except Canada (CA) and the United States (US) is SYNTHES GmbH. The following is the pertinent information as to the address, nationality and residence of the new applicants:

1. HFSC COMPANY
1302 Wrights Lane East
West Chester, PA 19380
Nationality: US
Residence: US
2. SYNTHES GmbH
Eimastrasse 3
4436 Oberdorf CH
Nationality: CH
Residence: CH

The applicants for the United States (US) remain the inventors, namely: (1) Lawrence J. BINDER, Jr., (2) Christopher J. RYAN, and (3) Pascal STIHL. All information appearing in the original PCT Request regarding the inventors remain the same.

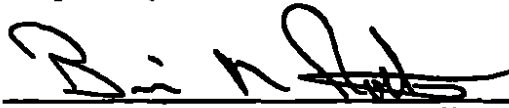
83 79

Via Facsimile

Applicants submit herewith the following documents: (i) Two (2) Appointments of Agent or Common Representative executed by the authorized representative of new Applicants HFSC COMPANY and SYNTHES GmbH, respectively, appointing the undersigned as Applicants' agent; and (ii) Documentation authorizing that representative to execute the Appointments of Agent or Common Representative on behalf of Applicants HFSC COMPANY and SYNTHES GmbH, respectively.

No fee is believed to be due with this request. Should any fee be due, however, please charge the required amount to Jones Day Deposit Account No. 50-3013.

Respectfully submitted,



Date: January 9, 2006

Brian M. Rothery (Reg. No. 35,340)
JONES DAY
222 E. 41st Street
New York, New York 10017
(212) 326-3939

Enclosures:

- (1) Two (2) Appointments of Agent or Common Representative executed by new applicants HFSC COMPANY and SYNTHES GmbH, respectively.
- (2) Limited Authorization granting Robert M. Rauker authority to act on behalf of new applicants HFSC COMPANY and SYNTHES GmbH.

Copies with enclosures by facsimile to:

Mail Stop PCT, Attn: RO/US
Commissioner for Patents
United States Patent and Trademark Office
P.O. Box. 1450
Alexandria, Virginia 22313-1450
Facsimile No.: (703) 305-3230

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REPUBLICA DE COLOMBIA
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Folio 90

2020
Bogotá D.C.,

Doctor(a)
CASTILLO GRAU GERMAN
Apoderado(a) y/o Representante de
SYNTHE GMBH

REFERENCIA	Radicación No.	06 22760
	Solicitud internacional	PCT/US2004/026399
	Fecha inicio fase nacional	13/03/06
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	2616
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC,

27 FEB 2007


ALIX CARMONA CRESPEDES DE VERGEL
Jefe de la división de Nuevas Creaciones

projas