

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

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 07-135709-00003-0000

Fecha: 2008-04-17 11:12:13 Dep. 2020 NUECREACIONE
Tra 11 PATENTEIYII Eje: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 9

**Re.: Expediente No. 07 135.709
Fase Nacional Solicitud de Patente 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 del Inventor Benjamín L. Jackson 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 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.

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. 2.978 del C.S.J.

Apostille

(Convention de La Haye du 5 Octobre 1961)

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

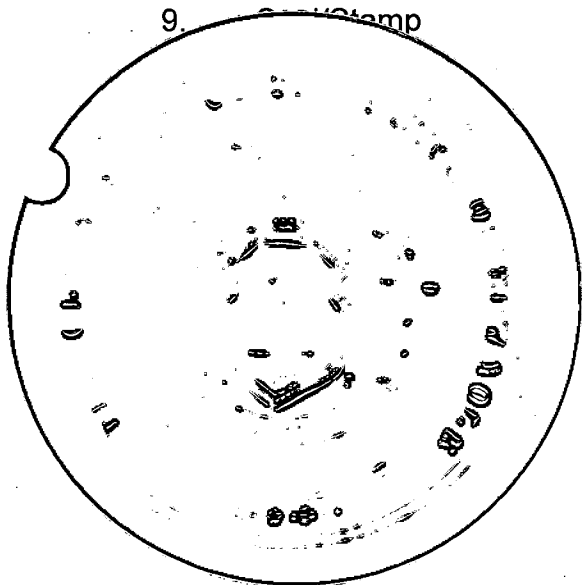
5. At New York, New York 6. the 03rd day of April 2008

7. by Special Deputy Secretary of State, State of New York

8. No. NYC-10582670A

9. Seal/Stamp

10. Signature



James Bizzarri
Special Deputy Secretary of State

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

NEW YORK
COUNTY

Form 1

624967

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

MAR 14 2008

FEE PAID \$3.00



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

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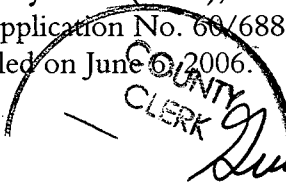
VERIFICATION

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

I verify that the attached document identified as:

Assignment

which covers corresponding foreign rights, is a true copy of the document as executed on August 30, 2006 by **Benjamin L. Jackson** to **Synthes (USA)**, a company located in the United States, in connection with U.S. Provisional Application No. 60/688,359, filed on June 6, 2005, and U.S. Patent Application No. 11/448,308, filed on June 6, 2006.


Giuseppe Molaro

Subscribed and sworn to before me this 6th day of March 2008.


Notary Public

ANGELA FISHER
Notary Public, State of New York
No. 31-4939107
Qualified in New York County
Commission Expires July 25, 20 10

4 81

ASSIGNMENT

WHEREAS, I/WE, Benjamin L. Jackson, ASSIGNOR(S), citizen(s) of the United States, residing at 5 Twin Turns Lane, Chadds Fords, Pennsylvania 19317, am/are the inventor(s) of the invention(s) entitled Implant For Spinal Stabilization And Its Method Of Use, described, disclosed and/or claimed in U.S. Provisional Application No. 60/688,359, filed on June 6, 2005, and for which I/we have executed an application for a Patent of the United States having U.S. Application No. 11/448,308, filed on June 6, 2006, which is identified by Jones Day Docket No. 8932-1100-999.

AND WHEREAS, SYNTHES (USA), ASSIGNEE, is 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 my/our entire right, title and interest in, to and under all the inventions disclosed, described and/or claimed in the above-identified applications:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, the said ASSIGNORS, have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my/our entire right, title and interest in, to and under all the said inventions, and the said United States applications and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues 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 inventions 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 applications 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 all the said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

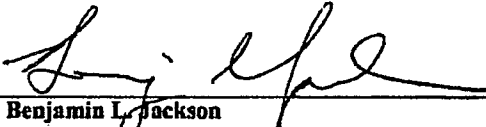
AND I/WE HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE,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

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

AND I/WE HEREBY further covenant and agree that I/we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me/us respecting said inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue 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 inventions in all countries.

IN TESTIMONY WHEREOF, I/We hereunto set my/our hand(s) and seal(s) the day and year set opposite my/our respective signatures.

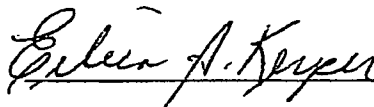
Date 8/30/06

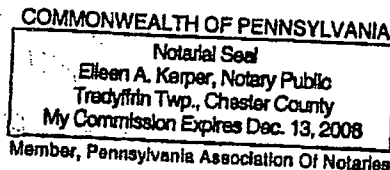

Benjamin L. Jackson L.S.

State of PA,
County of Chester) SS.:

On August 30, before me, Eileen A. Kerper, Notary Public, personally appeared Benjamin L. Jackson, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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





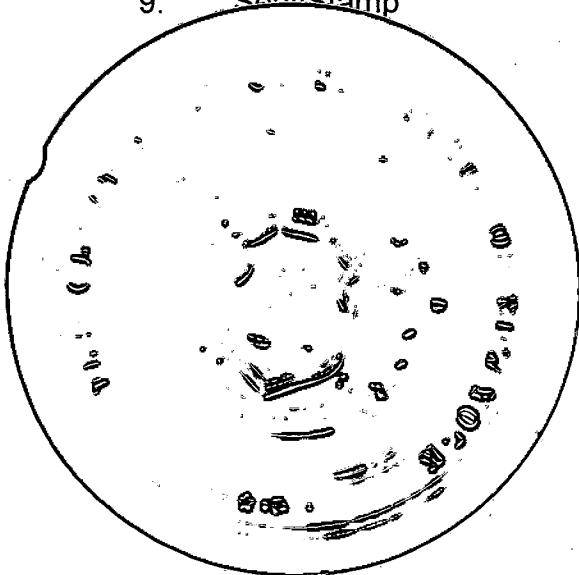
Apostille

(Convention de La Haye du 5 Octobre 1961)

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 03rd day of April 2008
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-10582669A
9. Seal/Stamp 10. Signature



James Bizzarri

James Bizzarri
Special Deputy Secretary of State

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

NEW YORK
COUNTY

Form 1

0624968

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

Amelia Bush

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

MAR 14 2008

FEE PAID \$3.00

Norman Goodman

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

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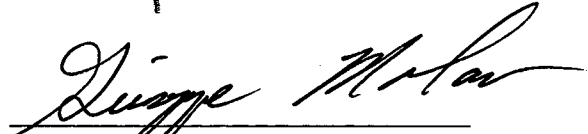
VERIFICATION

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

I verify that the attached document identified as:

Assignment

which covers corresponding foreign rights, is a true copy of the document as executed on January 15, 2008 from **Synthes (U.S.A.)** to **Synthes GmbH** in in connection with U.S. Provisional Application No. 60/688,359, filed on June 6, 2005, International Patent Application No. PCT/US2006/022108, filed on June 6, 2006, and U.S. Patent Application No. 11/448,308, filed on June 6, 2006.


Giuseppe Molaro

Subscribed and sworn to before me this 6th day of March 2008.


Notary Public

ANGELA FISHER
Notary Public, State of New York
No. 31-4939107
Qualified in New York County
Commission Expires July 25, 20 10

1 84

ASSIGNMENT

WHEREAS, **Synthes (U.S.A.)**, ASSIGNOR, a Pennsylvania General 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 U.S. Provisional Application No. 60/688,359, which was filed with the United States Patent and Trademark Office on June 6, 2005, as well as in all applications filed throughout the world claiming priority thereto, including, but not limited to, International Patent Application No. PCT/US2006/022108, which was filed with the United States Patent and Trademark Office on June 6, 2006, entitled IMPLANT FOR SPINAL STABILIZATION AND ITS METHOD OF USE, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/0398, and United States Patent Application No. 11/448,308, which was filed with the United States Patent and Trademark Office on June 6, 2006, entitled IMPLANT FOR SPINAL STABILIZATION AND ITS METHOD OF USE, and which is identified by Stroock & Stroock & Lavan LLP Docket No. 001227/0176, and all inventions disclosed, described and/or claimed therein (hereinafter collectively "the Invention").

AND WHEREAS, **Synthes GmbH**, ASSIGNEE, a Swiss Company organized under the laws of Switzerland and having a place of business at Eimattstrasse 3, Oberdorf, Switzerland CH-4436, 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, ASSIGNOR, is desirous of assigning its entire right, title and interest to the Invention in all geographic locations except the Excluded Geographic Locations to the ASSIGNEE, 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 ASSIGNEE, its successors, legal representatives and assigns, all ASSIGNOR'S rights, title and interest in the Invention in all geographic locations except the Excluded Geographic Locations 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 all geographic locations except the Excluded Geographic Locations, and all extensions, renewals and reissues thereof.

AND ASSIGNOR HEREBY authorizes and requests said ASSIGNEE, its successors, legal representatives, or assigns to insert hereinafter when known the application number and filing date of any international, regional, or national application already filed or filed hereafter for the Invention.

Country: _____ Application No.: _____ Filing Date: _____

AND ASSIGNOR authorizes and requests the Commissioner for Patents 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.

NOW, THEREFORE, ASSIGNEE shall obtain all said rights, title and interest in the Invention in all geographic locations except the Excluded Geographic Locations.

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 ASSIGNEE, its 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 ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Invention in all geographic locations except the Excluded Geographic Locations.

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.

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Jan. 15, 2008

On January 15, 2009 before me, Carrie A. McPherson, Notary Public, personally appeared Dennis J. Butler, 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.

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

Cause A. McPherson

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ASSIGNEE: Synthes (GmbH)

Dennis J. Butler Authorized to sign on behalf of Synthes (GmbH)

Signature:

Dennis Butler

Position/Title:

Patent Counsel

Address:

Eimattstrasse 3, Oberdorf,
Switzerland CH-4436

Date:

Jan. 15, 2008

Commonwealth of Pennsylvania)

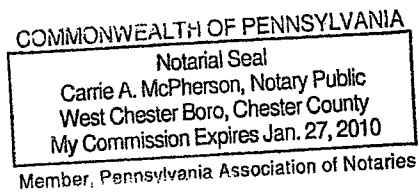
) SS.:

County of Chester)

On January 15, 2008, before me, Carrie A. McPherson Notary Public, personally appeared Dennis J. Butler, 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



REPUBLICA DE COLOMBIA
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Folio 87

2020
Bogotá D.C.,

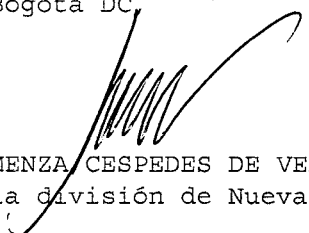
Doctor(a)
CASTILLO GRAU GERMAN
Apoderado(a) y/o Representante de
SYNTHESE GMBH

REFERENCIA	Radicación No.	7 135709
	Solicitud internacional	PCT/US2006/022108
	Fecha inicio fase nacional	06/01/2008
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	7305
	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

17 DIC. 2008


ALIX CARMENZA CESPEDES DE VERGEL
Jefe de la división de Nuevas Creaciones

jfernand

DIVISIÓN DE NUEVAS CREACIONES

RADICACIÓN EXPEDIENTE No.07-135709

EL EXTRACTO DE LA PRESENTE SOLICITUD DE **PATENTE DE INVENCION**
FUE PUBLICADO EN LA GACETA DE PROPIEDAD INDUSTRIAL No **602** DE
FECHA **31 DE MARZO DE 2009** EL TÉRMINO HÁBIL SEÑALADO POR LA LEY
EXPIRA EL **02 DE JULIO DEL 2009**

NOTA: Dentro del plazo de los seis (6) meses siguientes a partir de la fecha de publicación en la gaceta de Propiedad Industrial, deberá solicitar y cancelar el examen de patentabilidad so pena de que la solicitud caiga en abandono, de acuerdo con lo establecido en el Artículo 44 de la Decisión 486/2000.

SE PRESENTARON OPOSICIONES POR PARTE DE TERCEROS.

SI _____ NO X _____