



03-27-2002



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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>1) Gerald E. Fought <span style="float: right;">3-18-02</span></p> <p>Additional names of conveying party(ies) attached?  <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <hr/> <p>3. Nature of Conveyance</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Invacare Corporation</p> <p>Street Address:  One Invacare Way  Elyria, Ohio 44036-2125</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
<p>4. Application number(s) or patent number(s):  date of the application is:</p> <p>A. Patent Application No(s).  Application No.: 10/044,826  Filed: October 19, 2001</p> <p>B. Patent No(s).</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Enad Pejic, Esq.  Calfce, Halter &amp; Griswold LLP  1400 McDonald Investment Center  800 Superior Avenue  Cleveland, Ohio 44114-2688</p>	<p>6. Total number of applications and patents involved:  <u>1</u></p> <p>7. Total fee (37 CFR 3.41): \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Total fee due  <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees</p> <p>8. Deposit account number:  <u>03-0172</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;"><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and signature</p> <p style="text-align: center;"><b>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</b></p> <p>Attorney: <u>Enad Pejic</u> <span style="float: right;"><u>March 7, 2002</u></span>  <span style="margin-left: 150px;">Signature</span> <span style="margin-left: 100px;">Date</span></p> <p style="text-align: right;">Total number of pages comprising transmittal: <u>1</u></p>	

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited on March 7, 2002 with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Signed: Jacqueline K. Boziak  
Jacqueline K. Boziak

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## ASSIGNMENT

This Assignment is made and entered into by and between GERALD E. FOUGHT, residing at 10748 Bridle Path Lane, Columbia Station, Ohio 44028 (collectively hereinafter "INVENTOR"), and Invacare Corp. an Ohio corporation, with its office at One Invacare Way, Elyria, Ohio 44035-2125 (hereinafter referred to as "INVACARE").

**Whereas** INVENTOR has invented certain inventions described in a United States patent application titled WHEELCHAIR SUSPENSION HAVING PIVOTAL MOTOR MOUNT and have executed the United States patent application therefor;

**Whereas**, INVACARE desires to acquire the entire right, title and interest in said application and inventions, and to any United States and foreign patents to be obtained therefor; and

**Now, therefore**, for good and valuable consideration, receipt of which is hereby acknowledged:

1. INVENTOR hereby sells, assigns, and transfers to INVACARE, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the inventions set forth in the application for United States Letters Patent executed by the INVENTOR on the above-indicated date, said application for United States Letters Patent, any and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part,

reissue, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.

2. INVACARE is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTOR or in the name of INVACARE or otherwise as INVACARE may deem advisable, under the International Convention or otherwise.

3. The Commissioner of Patents of the United States of America and the empowered officials of all other governments are hereby authorized to issue or transfer all said Letters Patent to INVACARE in accordance herewith.


4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTOR, but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restriction, or other right heretofore given.

5. The INVENTOR agrees that they will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by INVACARE as fully and entirely as the same could have been held and enjoyed by the INVENTOR if this Assignment had not been made, and particularly to execute and deliver to INVACARE all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by

INVACARE, to furnish INVACARE with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

6. INVENTOR agrees that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTOR hereby also agrees to submit to the jurisdiction of any Ohio court.

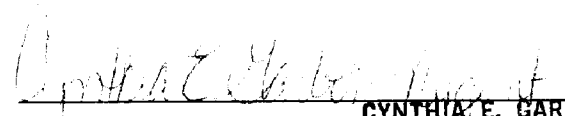
Signature:

  
\_\_\_\_\_  
GERALD E. FOUGHT

02/27/02  
DATE

On this 28<sup>th</sup> day of February, 2002, personally appeared before me, Gerald E. Fought to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: February 28, 2002

  
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CYNTHIA E. GARBEN-NUGENT  
Notary Public, State of Ohio, Cuy. Co.  
Commission Expires April 24, 2006

Notary Public