

07-12-2002

7.09.02



Form PTO-1595

RE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

102152703  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

## 1. Name of conveying party(ies):

Neurocontrol Corporation

## 2. Name and address of receiving party(ies)

Name: Invacare Corporation

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Collateral Assignment of  
Security Interest

Street Address: One Invacare Way

City: Elyria State: OH Zip: 44036

Execution Date: 07/19/01

Additional name(s) & address(es) attached? ☒ Yes ☐ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

See Exhibit A

B. Patent No.(s) \_\_\_\_\_

See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeanne E. Longmuir

Internal Address: \_\_\_\_\_

CALFEE, HALTER &amp; GRISWOLD LLP

1400 McDonald Investment Center

Street Address: 800 Superior Avenue

City: Cleveland State: OH Zip: 44114

## 6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

## 9. Signature.

07/11/2002 DBYRNE 00000233 09694380

01 FC:581 Jeanne E. Longmuir 240.00 DP

Name of Person Signing

Signature

7/9/02  
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231OFFICE OF PUBLIC RECORDS  
2002 JUL -9 AM 11:19  
FINANCE SECTIONPATENT  
REEL: 013068 FRAME: 0252

**RECORDATION FOR M COVER SHEET**

**PATENTS ONLY**

**Continuation of Box 2:**

Name and Address of additional receiving parties:

Primus Capital Fund III Limited Partnership  
5900 Landerbrook Drive, Suite 200  
Cleveland, OH 44124

Morgenthaler Venture Partners IV, L.P.  
2710 Sand Hill Road, Suite 100  
Menlo Park, CA 94025

**EXHIBIT A****U.S./PCT PATENTS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
Functional Neuromuscular Stimulation System	09/694,380	10/23/00	--	--
Functional Neuromuscular Stimulation System	09/726,146	11/29/00	--	--
Functional Neuromuscular Stimulation System with Shielded Percutaneous...	09/009,797	01/20/98	6,026,328	02/15/00
Percutaneous Intramuscular Stimulation System	09/089,994	06/03/98	--	--
Method for Treatment of Shoulder Dysfunction Using a Percutaneous...	09/755,871	01/06/01	--	--
Method for Treatment of Shoulder Dysfunction Using a Percutaneous...	PCT/US01/00416	01/06/01	--	--
Functional Neuromuscular System to Percutaneously Stimulate Selected Muscle	Under Preparation		--	--

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
PATENTS AND PATENT APPLICATIONS**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND PATENT APPLICATIONS** (this "Collateral Assignment") is made as of July 19, 2001, by Neurocontrol Corporation, an Ohio corporation ("Assignor"), in favor of Invacare Corporation, an Ohio corporation ("Invacare"), Primus Capital Fund III Limited Partnership ("Primus") and Morgenthaler Venture Partners IV, L.P., a Delaware limited partnership ("Morgenthaler"), and Invacare, in its capacity as both collateral and administrative agent for each of the Lenders (the "Agent"). Invacare, Primus and Morgenthaler shall be referred to herein as the "Assignees", and individually as an, "Assignee").

**RECITALS**

A. Assignor is the owner of certain patents and patent applications listed on Exhibit A attached to this Collateral Assignment.

B. Assignor has entered into that certain Revolving Credit and Security Agreement dated as of the date hereof (as from time to time amended, modified or supplemented, the "Credit Agreement"), with the Agent and each of the Assignees, pursuant to which, upon the satisfaction by the Assignor of certain terms and conditions contained therein, the Assignees will make certain advances and other financial accommodations available to Assignor.

C. Pursuant to the Credit Agreement, Assignor has agreed to grant each of the Assignees a security interest in all of its right, title and interest in and to all of its patents and patent applications, including, without limitation, those described on Exhibit A as collateral security for the Obligations (as defined in the Credit Agreement).

D. Assignor is the owner of the entire right, title and interest in the patents and patent applications which are the subject hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Assignor hereby:

1. Acknowledges and agrees that the Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, and each of the Assignee's rights, including without limitation to the patents and patent applications, shall be subject in the terms and conditions of the Credit Agreement.

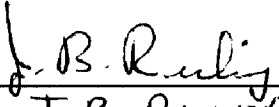
2. Assigns, pledges and grants to the Assignees, as security for the Obligations, a security interest in and to all of its patents and patent applications, including, without limitation, those listed on Exhibit A and a security interest in and to all patents and patent applications acquired by Assignor after the date hereof.

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note in its records the existence of the security interest granted hereunder with respect to each of the patents and patent applications listed on Exhibit A and to all patents and patent applications acquired by Assignor after the date hereof.

**IN WITNESS WHEREOF**, Assignor has caused this Collateral Assignment to be signed by its authorized officer as of the day and year first above written.

“ASSIGNOR”

NEUROCONTROL CORPORATION

  
By: J. B. RICHEY  
Its: CEO & CHAIRMAN