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Form PTO-1595
(Rev. 10/02)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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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): **1-2-04**
Gerald Goertzen
William A. Null, Jr.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Invacare Corporation
Internal Address: _____
Street Address: One Invacare Way
City: Elyria State: OH Zip: 44036-2125
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
2004 JAN -2 PM 12:28
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 12.1.2003

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) 10/643,010
B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nenad Pejic
Internal Address: Calfee, Halter & Griswold, LLP
Street Address: 800 Superior Avenue
Suite 1400
City: Cleveland State: OH Zip: 44114

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Nenad Pejic (Reg. No. 37,415) Nenad Pejic December 30, 2003
Name of Person Signing Signature Date

01/06/2004
01 FC:8021

ECDOOPER 00000044 10643010 Total number of pages including cover sheet, attachments, and documents: 4

40.00 documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014848 FRAME: 0564

ASSIGNMENT

This Assignment is made and entered into by and between GERALD GOERTZEN, residing at 205 Marks Road, Brunswick, Ohio 44212 and William A. Null, Jr. residing at 462 U.S. Route 224, Sullivan, Ohio 44880 (collectively hereinafter "INVENTORS"), and INVACARE CORP., an Ohio corporation, with its office at One Invacare Way, Elyria, OH 44036-2125 (hereinafter referred to as "INVACARE").

Whereas INVENTORS have invented certain inventions described in a United States patent application titled **VEHICLE HAVING AN ANTI-DIVE/LOCKOUT MECHANISM** 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. INVENTORS hereby sell, assign, and transfer 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 INVENTORS 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 INVENTORS 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 INVENTORS, 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 INVENTORS agree 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 INVENTORS 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. INVENTORS agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTORS hereby also agree to submit to the jurisdiction of any Ohio court.

Signature:



GERALD GOERTZEN

12-1-03
DATE

On this 1st day of December, 2003, personally appeared before me, Gerald Goertzen 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: December 01, 2003

Cynthia E. Garber - Nugent

Notary Public

CYNTHIA E. GARBER - NUGENT
Notary Public, State of Ohio, Cuy. Co.
My Commission Expires April 24, 2004

Signature:

William A. Null
WILLIAM A. NULL, JR.

12/1/03
DATE

On this 1st day of December, 2003, personally appeared before me, William A. Null, Jr. 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: December 01, 2003

Cynthia E. Garber - Nugent

Notary Public

CYNTHIA E. GARBER - NUGENT
Notary Public, State of Ohio, Cuy. Co.
My Commission Expires April 24, 2005