PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Christopher J. Peterson	12/08/2005
Mathew Robert Cerreto	12/13/2005

RECEIVING PARTY DATA

Name:	Invacare Corporation
Street Address:	One Invacare Way
City:	Elyria
State/Country:	ОНЮ
Postal Code:	44036

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11258488

CORRESPONDENCE DATA

Fax Number: (216)241-0816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee, Halter & Griswold LLP

Address Line 1: 800 Superior Avenue

Address Line 2: Suite 1400

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	12873/05087
NAME OF SUBMITTER:	Ryan W. Falk

Total Attachments: 3 source=dbd1466#page1.tif source=dbd1466#page2.tif

500072090

source=dbd1466#page3.tif

ASSIGNMENT

This Assignment is made and entered into by and between Christopher J. Peterson, residing at 295 Sixth Avenue, N., Tierra Verde, Florida 33715 and Matthew Robert Cerreto, 634 TWP R.J. 150, 5all Van 44880 residing at 395 Annis Road, South Amherst, Ohio 44001 (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 United States Patent Application Serial No. 11/258,488, filed October 25, 2005 titled 'WHEELCHAIR' and United States Provisional Patent Application, Serial No. 60/621,761, filed October 25, 2004 titled WHEELCHAIR IMPROVEMENTS;

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 above-identified United States provisional patent application and continuation-in-part application for United States Letters Patent executed by the INVENTORS, 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.

1

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.

2

Signature:				
A	12/8/05			
CHICISTOPHER J. PETERSON	ĎATÉ /			
On this \(\sum \) day of \(\sum \)., 2005, personally appeared before	ore me, Christopher J. Peterson			
to me known to be the person named in and who execute				
acknowledged to me that he executed the same for the uses and the purposes therein mentioned.				
Date: 12/8/05 TracyBurer				
Notary Public	TRACEY BURCH			
Signature:	Notary Public - State of Florida My Commission Expires Mar 1, 2009 Commission # DD 401588 Bonded By National Notary Assn.			
MATTHEW ROBERT CERRETO	2 3 05 DATE			
A4.				

On this 15th day of December, 2005, personally appeared before me, Matthew Robert Cerreto, 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: Dec. 13, 2005

RECORDED: 01/19/2006

Notary Public

TARIAL SELLING

JOHN BERTRAND NOTARY PUBLIC STATE OF OHIO Comm. Expires February 27, 2010

PATENT

REEL: 017036 FRAME: 0348