

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Valentine A. Hodos</td><td>10/10/2006</td></tr><tr><td>Neal J. Curran</td><td>10/14/2006</td></tr><tr><td>Christopher H. Delgado</td><td>10/02/2006</td></tr></tbody></table>		Name	Execution Date	Valentine A. Hodos	10/10/2006	Neal J. Curran	10/14/2006	Christopher H. Delgado	10/02/2006
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Valentine A. Hodos	10/10/2006								
Neal J. Curran	10/14/2006								
Christopher H. Delgado	10/02/2006								
RECEIVING PARTY DATA									
Name:	Invacare Corporation								
Street Address:	One Invacare Way								
City:	Elyria								
State/Country:	OHIO								
Postal Code:	44036-2125								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11856131</td></tr></tbody></table>		Property Type	Number	Application Number:	11856131				
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Application Number:	11856131								
CORRESPONDENCE DATA									
Fax Number: (216)241-0816 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone: 216-622-8674									
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Correspondent Name: Kenneth J. Smith									
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Address Line 4: Cleveland, OHIO 44114									
ATTORNEY DOCKET NUMBER:	12873/05458								
NAME OF SUBMITTER:	Kenneth J. Smith								
Total Attachments: 3 source=dmr1898#page1.tif									

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**ASSIGNMENT**

This Assignment is made and entered into by and between **Valentine A. Hodos**, residing at 13904 Highlandview Avenue, Cleveland, Ohio 44135; **Neal J. Curran**, residing at 17837 Lake Road, Lakewood, Ohio 44107 and **Christopher H. Delgado**, residing at 4430 West Cathy Circle, Glendale, Arizona 85308; (hereinafter referred collectively as "INVENTORS"), and Invacare Corporation, an Ohio corporation, having a place of business at One Invacare Way, Elyria, OH 44036-2125 (hereinafter referred to as "INVACARE").

**Whereas** INVENTORS have invented certain inventions described in United States Provisional Patent Application, Serial No. 60/826,015, filed September 18, 2006, titled **BREATHING MASK;**

**Whereas**, INVACARE desires to acquire the entire right, title and interest in said applications 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 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 applications 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.

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.

Signatures:

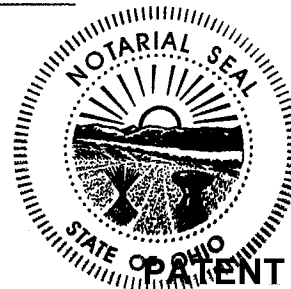
Valentine A. Hodos  
Valentine A. Hodos

10/10/06  
DATE

On this 10<sup>th</sup> day of October, 2006, personally appeared before me, VALENTINE A. HODOS, 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: Oct. 10, 2006

John E. Bertrand  
Notary Public



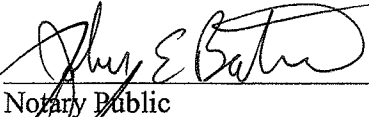
JOHN BERTRAND  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
February 27, 2010

  
NEAL J. CURRAN

10/14/2006  
DATE

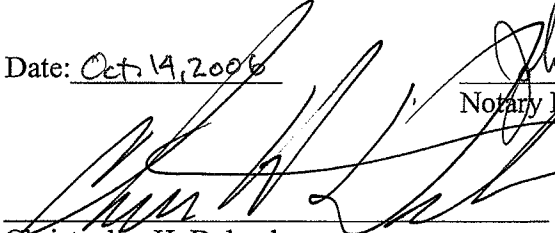
On this 14<sup>th</sup> day of October, 2006, personally appeared before me, NEAL J. CURRAN, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: Oct. 14, 2006

  
Notary Public



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

  
Christopher H. Delgado

10-2-2006  
DATE

On this 2<sup>nd</sup> day of October, 2006, personally appeared before me, CHRISTOPHER H. DELGADO, 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: 10/2/06

  
Notary Public

