PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Joseph B. Richey II	02/16/2007
Gerold Goertzen	02/16/2007

RECEIVING PARTY DATA

Name:	Invacare Corporation	
Street Address:	One Invacare Way	
City:	Elyria	
State/Country:	ОНЮ	
Postal Code:	44036-2125	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11938551

CORRESPONDENCE DATA

Fax Number: (216)241-0816

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

Phone: 216-622-8674 ksmith@calfee.com Email: Correspondent Name: Kenneth J. Smith

Calfee, Halter & Griswold LLP Address Line 1: Address Line 2: 800 Superior Ave., Ste. 1400 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 12873/05568

NAME OF SUBMITTER: Kenneth J. Smith

Total Attachments: 3 source=00162818#page1.tif source=00162818#page2.tif

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PATENT **REEL: 020100 FRAME: 0089**

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PATENT REEL: 020100 FRAME: 0090 **ASSIGNMENT**

This Assignment is made and entered into by and between Joseph B. Richey, II, residing

at 7235 Stump Hollow Lane, Chagrin Falls, Ohio 44022 and Gerold Goertzen, residing at 8700

Pawnee Road, Homerville, Ohio 44235; (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 serial no. 11/180,395, filed July 13, 2005 and titled "Apparatus for

Compressing and Storing Oxygen Enriched Gas" (as amended) 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.

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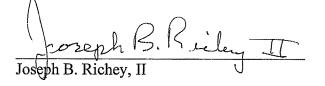
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- 2. INVACARE is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTORS or in the name of INVACARE or otherwise as INVACARE may deem advisable, under the International Convention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

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Signature:



<u>2[|6|</u>67 DATE

On this <u>to</u> day of <u>February</u>, 2007, personally appeared before me, Joseph B. Richey, II 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: Feb. 16,2007

Notary Public

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

Signature:

Gerold Goertzen

2-/6-07 DATE

On this 16th day of 12 Wrugy, 2007, personally appeared before me, Gerold 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: Feb. 10,2007

Notary Public OF OHO

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REEL: 020100 FRAME: 0093

JOHN BERTRAND
NOTARY PUBLIC

STATE OF OHIO Comm. Expires

February 27, 2010