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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Robert Bekoscke	02/07/2007
Damon Jurkiewicz	02/07/2007
Gerald Fought	02/13/2007

## **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:	12524476

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	45115

NAME OF SUBMITTER: Kenneth J. Smith

Total Attachments: 4 source=00598728#page1.tif

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PATENT REEL: 023019 FRAME: 0294 12524476

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> PATENT REEL: 023019 FRAME: 0295

12873.05370

**ASSIGNMENT** 

This Assignment is made and entered into by and between Robert Bekoscke, residing at

4690 Erhart Road, Medina, Ohio 44256, Damon Jurkiewicz, residing at 1437 Graber Drive,

Lakewood, Ohio 44107 and Gerald Fought, residing at 10748 Bridle Path Lane, Columbia

Station, Ohio 44028 (collectively hereinafter "INVENTOR"), 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 INVENTOR has invented certain inventions described in a United States

Provisional Patent Application attached hereto titled STABILITY CONTROL SYSTEM filed

concurrently herewith.

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. INVENTOR 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 INVENTOR, 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

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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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PATENT REEL: 023019 FRAME: 0296

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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 INVENTOR 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 INVENTOR, 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 INVENTOR agrees that he 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 INVENTOR 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. INVENTOR agrees that this Assignment shall be construed in accordance with

the laws and courts of Ohio. INVENTOR hereby also agrees to submit to the jurisdiction of any

Ohio court.

Signature

ROBĚRT BEKOSCKE

DATE

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	On this 17th day of February, 2007, personally appeared before me, Robert Bekoscke, 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. 7, 2007	Notary Public	DATE	JOHN BERTRAND NOTARY PUBLIC STATE OF OHIC Comm. Expires February 27, 2010	
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	DAMON JURKIEWICZ		DATE		
On this $2^{1/4}$ day of February, 2007, personally appeared before me, Damon Jurkiewicz, 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. 7, 2007	Notary Public	TARIAL SERVICE OF OHOLING	JOHN BERTRAN NOTARY PUBLIC STATE OF OHIC Comm. Expire February 27, 201	
	GERALD FOUGHT	·	DATE	•	
	On this day of known to be the person named in me that he executed the same for t	and who executed the above	instrument, and acknow		
	Date:	Notary Public	<del></del>		

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	, 2007, personally appeared before me, Robert Bekoscke, to me
known to be the person nam	ed in and who executed the above instrument, and acknowledged to
me that he executed the same	e for the uses and the purposes therein mentioned.
Date:	Notary Public
DAMON JURKIEWICZ	DATE
me known to be the person r	, 2007, personally appeared before me, Damon Jurkiewicz, to named in and who executed the above instrument, and acknowledged ame for the uses and the purposes therein mentioned.
Date:	Notary Public
GERALD FOUGHT	Z/13/07 DATE
known to be the person name	ned in and who executed the above instrument, and acknowledged to be for the uses and the purposes therein mentioned.
Date: feb. 13,2007	Notary Public  Notary Public  STATE OF OHIC  Comm. Expires

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**RECORDED: 07/29/2009** 

February 27, 2010