

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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>John Mattes</td> <td>08/30/2006</td> </tr> <tr> <td>Darryl Peters</td> <td>08/30/2006</td> </tr> <tr> <td>Bruce A. Jaenke</td> <td>08/30/2006</td> </tr> <tr> <td>Ricky J. McCullar</td> <td>08/30/2006</td> </tr> <tr> <td>Gary E. Chopcinski</td> <td>08/30/2006</td> </tr> </tbody> </table>		Name	Execution Date	John Mattes	08/30/2006	Darryl Peters	08/30/2006	Bruce A. Jaenke	08/30/2006	Ricky J. McCullar	08/30/2006	Gary E. Chopcinski	08/30/2006
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Invacare Corp.</td> </tr> <tr> <td>Street Address:</td> <td>One Invacare Way</td> </tr> <tr> <td>City:</td> <td>Elyria</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44036-2125</td> </tr> </table>		Name:	Invacare Corp.	Street Address:	One Invacare Way	City:	Elyria	State/Country:	OHIO	Postal Code:	44036-2125		
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: (216)241-0816          Phone: 216-622-8229          Email: ipdocket@calfee.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Mark A. Watson          Address Line 1: 1405 East Sixth Street          Address Line 4: Cleveland, OHIO 44114</p>													
ATTORNEY DOCKET NUMBER:	12873/05845												
NAME OF SUBMITTER:	Mark A. Watson												

CH \$40.00 13412034

Total Attachments: 5

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**PATENT**

**REEL: 028096 FRAME: 0411**

**ASSIGNMENT**

This Assignment is made and entered into by and between **John Mattes**, residing at 10854 West River Road, Columbia Station, Ohio 44028; **Darryl Peters**, residing at 42770 Russia Road, Elyria, Ohio 44035; **Bruce A. Jaenke**, residing at 9275 Sapphire Court, Parma, Ohio 44130; **Ricky J. McCullar**, residing at 26945 Oxford Park Lane, Olmsted Township, Ohio 44138; and **Gary E. Chopcinski**, residing at 33699 Browning Drive, North Ridgeville, Ohio 44039 (hereinafter referred to collectively as "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 made certain inventions described in an application for Letters Patent attached hereto titled:

**POWER DRIVEN WHEELCHAIR**

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 Letters Patent attached hereto and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all provisional, non-provisional, 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:

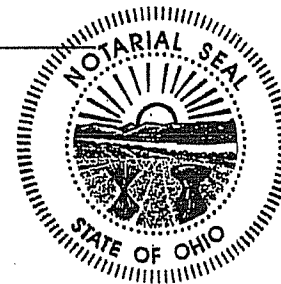
John D. Mattes  
JOHN MATTES

8/30/06  
DATE

On this 30<sup>th</sup> day of August, 2006, personally appeared before me, John Mattes, 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: 8/30/06

John E. Bertrand  
Notary Public



Signature:

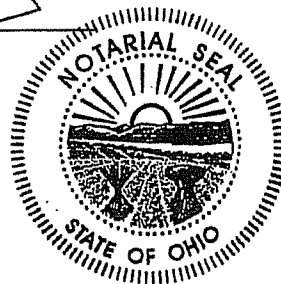
Darryl W. Peters  
DARRYL PETERS

8/30/06  
DATE

On this 30<sup>th</sup> day of August, 2006, personally appeared before me, Darryl Peters, 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: 8/30/06

John E. Bertrand  
Notary Public



Signature:

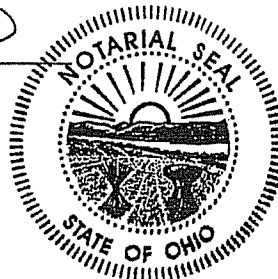
Bruce A. Jaenke  
BRUCE A. JAENKE

8/30/06  
DATE

On this 30<sup>th</sup> day of August, 2006, personally appeared before me, Bruce A. Jaenke, 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: 8/30/06

John E. Bertrand  
Notary Public



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

Signature:

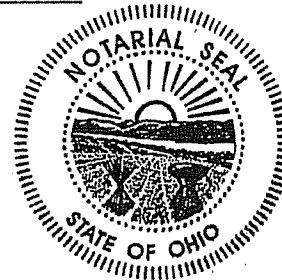
Ricky J. McCullar  
RICKY J. McCULLAR

8/30/06  
DATE

On this 30<sup>th</sup> day of August, 2006, personally appeared before me, Ricky J. McCullar, 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: 8/30/06

John E. Bertrand  
Notary Public



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

Signature:

Gary E. Chopcinski  
GARY E. CHOPCINSKI

8/30/06  
DATE

On this 30<sup>th</sup> day of August, 2006, personally appeared before me, Gary E. Chopcinski, 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: 8/30/06

John E. Bertrand  
Notary Public

