501924319 05/17/2012

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Joseph Spalding	05/11/2012
Damon Jurkiewicz	05/11/2012
Daniel James Yee	05/11/2012
Traian Mohan	05/11/2012

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29412498

CORRESPONDENCE DATA

 Fax Number:
 (216)241-0816

 Phone:
 216-622-8674

 Email:
 ipupdate@calfee.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Kenneth J. Smith

Address Line 1: The Calfee Building

Address Line 2: 1405 East Sixth Street

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER: 12873/06187

NAME OF SUBMITTER: Kenneth J. Smith

PATENT

REEL: 028226 FRAME: 0339

Total Attachments: 5 source=01499006#page1.tif source=01499006#page2.tif source=01499006#page3.tif source=01499006#page4.tif source=01499006#page5.tif

> PATENT REEL: 028226 FRAME: 0340

12873/06187

ASSIGNMENT

This Assignment is made and entered into by and between Joseph Spalding, residing at 2650 Canton Road, Akron, Ohio 44312; Damon Jurkiewicz, residing at 2032 West Blvd., Cleveland, Ohio 44102; Daniel James Yee, residing at 6900 Night Vista Drive, Parma, Ohio 44129 and Traian Mohan, residing at 7115 W. Parkview Drive, Parma, Ohio 44134 (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 titled WHEELCHAIR FENDER, Serial No. 29/412,498, filed February 3, 2012 (Attorney Docket No. 12873/06187) 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, 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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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

on any of an said inventions in the name of the inventors of in the name of invacare of

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

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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.

7. INVENTORS acknowledge and understand that the law firm of Calfee, Halter &

Griswold LLP and its attorneys represent INVACARE and INVENTORS acknowledge and

understand that they are not the client of Calfee, Halter & Griswold, LLP.

8. INVENTORS acknowledge and understand that they have the opportunity to

consult with independent legal counsel prior to executing this Assignment.

auton C. Lellen
Anthony C. LaPlaca, Esq.
General Counsel
Invacare Corp.

Signature:

Signature:

Joseph Spalding

5/11/12 TATE

On this _____ day of ______, 2012, personally appeared before me, Joseph Spalding 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: 5/1/12

Notary Public

REBECCA M. LENGYEL

NOTARY PUBLIC • STATE OF OHIO

Recorded in Erie County

My commission expires Mar. 4, 2015

Signature:		
Damon Jarkiewicz	5-11-12 DATE	
me known to be the person named	2012, personally appeared before me, Damon Jurkiewicz to in and who executed the above instrument, and acknowledged the uses and the purposes therein mentioned.	
Date: 5////2	Notary Public REBECCA M. LENGYEL NOTARY PUBLIC • STATE OF OHIO Recorded in Eric County	
Signature:	My commission expires Mar. 4, 2015	
Daniel James Yee	<u>5/11/12</u> DATE	
On this // day of // , 2012, personally appeared before me, Daniel James Yee 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	ne uses and the purposes therein mentioned.	
Date: 5/11/12	Notary Public REBECCA M. LENGYEL NOTARY PUBLIC • STATE OF OHIO Recorded in Eric County My commission expires Mar. 4, 2015	

Signature:	•
Traian Mohan	DATE 5/11/2012
m 1	

On this // day of // , 2012, personally appeared before me, Traian Mohan 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:<u>5/1//2</u>

Notary Public,

REBECCA M. LENGYEL
NOTARY PUBLIC • STATE OF OHIO
Recorded in Eric County

My commission expires Mar. 4, 2015