501927766 05/21/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Peter Jost	04/27/2012
Ralf Ritter	04/27/2012

RECEIVING PARTY DATA

Name:	Invacare International Sarl	
Street Address:	Route de Cite-Ouest 2	
City:	Gland	
State/Country:	SWITZERLAND	
Postal Code:	1196	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13413839

CORRESPONDENCE DATA

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 (216)241-0816

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Mail.

Correspondent Name: Kenneth J. Smith

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Address Line 4: Cleveland, OHIO 44144-1607

ATTORNEY DOCKET NUMBER:	12873/06211
NAME OF SUBMITTER:	Kenneth J. Smith

Total Attachments: 3 source=01493940#page1.tif source=01493940#page2.tif source=01493940#page3.tif

> PATENT REEL: 028242 FRAME: 0182

\$40.00 13413838

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ASSIGNMENT

This Assignment is made and entered into by and between PETER JOST, residing at

Zum Solbad 6, 32689 Kalletal, Germany; and RALF RITTER, residing at Pirschweg 2, 32547

Bad Oeynhausen, Germany and (collectively hereinafter "INVENTORS"), and INVACARE

INTERNATIONAL SÀRL, a Switzerland company, with its office at Route de Cité-Ouest 2,

1196 Gland, Switzerland (hereinafter referred to as "INVACARE").

Whereas INVENTORS have invented certain inventions described in a United States

patent application titled MOTORIZED WHEELCHAIR, U.S. Patent Application No.

13/413,839, filed March 7, 2012, 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

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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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PATENT

REEL: 028242 FRAME: 0183

- 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.
- 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.

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8. INVENTORS acknowledge and understand that they have the opportunity to consult with independent legal counsel prior to executing this Assignment.

Signature:

27 April 2012

Name: Theodoros VASSIGNADIS

Title: VP FILMMER EMEA.

Invacare International Sarl

Signature:

27 April 2012

DATE

Signature:

RALF BATTER

RECORDED: 05/21/2012

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27. April 2012