

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas Strothmann	12/23/2009
Joseph B. Richey II	12/17/2009
RECEIVING PARTY DATA	
Name:	Invacare Corporation
Street Address:	One Invacare Way
City:	Elyria
State/Country:	OHIO
Postal Code:	44036-2125
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13680580
CORRESPONDENCE DATA	
Fax Number:	2162410816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-622-8229
Email:	ipdocket@calfee.com
Correspondent Name:	Mark A. Watson
Address Line 1:	1405 East Sixth Street
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	12873/06312
NAME OF SUBMITTER:	Mark A. Watson
Total Attachments: 6 source=01734585#page1.tif source=01734585#page2.tif source=01734585#page3.tif source=01734585#page4.tif source=01734585#page5.tif source=01734585#page6.tif	

CH \$40.00 13680580

**ASSIGNMENT**

This Assignment is made and entered into by and between (1) Thomas Strothmann, residing at Steingraberweg 1, 49565 Bramsche, Germany, and (2) Joseph B. Richey II, residing at 7235 Stump Hollow Lane, Chagrin Falls, Ohio 44022, (hereinafter collectively referred to as "INVENTORS"), and Invacare Corporation, an Ohio corporation with its principal place of business at One Invacare Way, Elyria, Ohio 44036-2125 (hereinafter referred to as "Invacare").

Whereas, INVENTORS have invented certain inventions described in a United States Non-Provisional Patent Application titled **MOTORIZED WHEELCHAIR** and identified by Attorney Docket 12873/05796, filed on September 18, 2009, and later assigned U.S. Patent Application Serial No. 12/531,921, and International Application PCT/US2008/052579 titled **MOTORIZED WHEELCHAIR** and identified by Attorney Docket 12873/05618, filed on August 25, 2008, and later assigned U.S. Patent Application Serial No. PCT/US2008/74194, which claims the benefit of United States Provisional Patent Application titled **MOTORIZED WHEELCHAIR** and identified by Attorney Docket 12873/05501, filed on November 19, 2007, and later assigned U.S. Patent Application Serial No. 60/988,918 (collectively the "Patent Application"), which Patent Application INVENTORS have reviewed.

Whereas, Invacare desires to acquire the entire right, title and interest in said Patent Application and said inventions, and to any United States and foreign patents to be obtained therefore; 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 Patent Application, and in and to all the inventions set forth in the Patent Application, 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 conversion, 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

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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. 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 hereby requests that Invacare or its counsel enter or correct the date(s) of execution of the afore-referenced Patent Application, and enter or correct the Application Serial No. if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

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Attorney Docket No.: 12873/05796

7. 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.

Signatures:

*Thomas Strothmann*

THOMAS STROTHMANN

23. Dec 2009  
DATE

*Bob*  
Witness

*Mark J. Jorgensen*  
Printed Name of Witness

23.12.09  
Date

\*\*\*\*\*

Date: \_\_\_\_\_

JOSEPH B. RICHEY II

County of \_\_\_\_\_ )

) ss:

State of \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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.

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

**ASSIGNMENT**

This Assignment is made and entered into by and between (1) **Thomas Strothmann**, residing at Steingraberweg 1, 49565 Bramsche, Germany, and (2) **Joseph B. Richey II**, residing at 7235 Stump Hollow Lane, Chagrin Falls, Ohio 44022, (hereinafter collectively referred to as "INVENTORS"), and **Invacare Corporation**, an Ohio corporation with its principal place of business at One Invacare Way, Elyria, Ohio 44036-2125 (hereinafter referred to as "Invacare").

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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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Signatures:

THOMAS STROTHMANN

DATE

Witness

Printed Name of Witness

Date

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Date: 12-17-09

Joseph B. Richey II  
JOSEPH B. RICHEY II

County of Lorain

) ss:

State of Ohio

On this, the 17 day of December, 2009, 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.

SEAL

Tammy L. Heck  
Notary Public

Oct. 29, 2012  
Commission Expires

**TAMMY L. HECK**  
Notary Public - State of Ohio  
My Commission Expires  
Oct. 29, 2012