

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4550434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN MATTES	11/03/2015
BRUCE A. JAENKE	11/03/2015
GARY E. CHOPCINSKI	11/03/2015
RECEIVING PARTY DATA	
Name:	INVACARE CORPORATION
Street Address:	ONE INVACARE WAY
City:	ELYRIA
State/Country:	OHIO
Postal Code:	44035
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15381649
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</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:	12873/06847
NAME OF SUBMITTER:	MARK A. WATSON
SIGNATURE:	/Mark A. Watson/
DATE SIGNED:	08/15/2017
Total Attachments: 5	
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ASSIGNMENT

This Assignment is made and entered into by and between John Mattes, residing at 10854 West River Road, Columbia Station, Ohio 44028; Bruce A. Jaenke, residing at 9275 Sapphire Court, Parma, Ohio 44130; and Gary E. Chopcinski, residing at 33699 Browning Drive, North Ridgeville, Ohio 44039 (collectively hereinafter "INVENTOR(S)"), and Invacare Corporation, an Ohio corporation, with its office at One Invacare Way, Elyria, Ohio 44036-2125 (hereinafter referred to as "ASSIGNEE").

Whereas INVENTOR(S) have invented certain inventions described in a United States patent application Serial No. 14/802,221, filed July 17, 2015, titled METHOD AND APPARATUS FOR AUTOMATED POSITIONING OF USER SUPPORT SURFACES IN POWER DRIVEN WHEELCHAIR, and have executed the United States patent application therefor;

Whereas, ASSIGNEE 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. INVENTOR(S) hereby sell, assign, and transfer to ASSIGNEE, 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 INVENTOR(S), 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.

2. ASSIGNEE is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTOR(S) or in the name of ASSIGNEE or otherwise as ASSIGNEE 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 ASSIGNEE 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(S), 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(S) 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 ASSIGNEE as fully and entirely as the same could have been held and enjoyed by the INVENTOR(S) if this Assignment had not been made, and particularly to execute and deliver to ASSIGNEE all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by ASSIGNEE, to furnish ASSIGNEE 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.

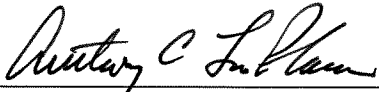
6. INVENTOR(S) agree that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTOR(S) hereby also agree to submit to the jurisdiction of any Ohio court.

7. INVENTOR(S) hereby requests that ASSIGNEE or its counsel enter or correct the date(s) of execution of the afore-referenced Patent Application(s), and enter or correct the Application Serial Numbers if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

8. INVENTOR(S) acknowledge and understand that the law firm of Calfee, Halter & Griswold LLP and its attorneys represent ASSIGNEE and INVENTOR(S) acknowledge and understand that they are not the client of Calfee, Halter & Griswold, LLP.

9. INVENTOR(S) acknowledge and understand that they have the opportunity to consult with independent legal counsel prior to executing this Assignment.

Signature:



Anthony C. LaPlaca, Esq.
General Counsel

Invacare Corporation

Signature:

John D. Mattes
John Mattes

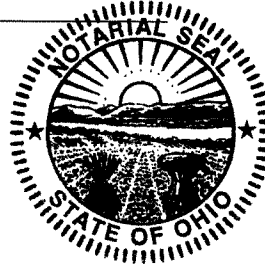
11/3/15
DATE

On this 3rd day of NOVEMBER, 2015, 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: 11/03/2015

Pratima Ungarala

Notary Public



PRATIMA UNGARALA, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

Signature:

Bruce A. Jaenke
Bruce A. Jaenke

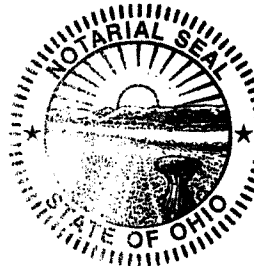
11/3/15
DATE

On this 3rd day of NOVEMBER, 2015, 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: 11/03/2015

Pratima Ungarala

Notary Public



PRATIMA UNGARALA, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

Signature:

Gary E. Chopcinski
Gary E. Chopcinski

11/3/15
DATE

On this 3rd day of NOVEMBER, 2015, 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: 11/03/2015

Prati
Notary Public



PRATIMA UNGARALA, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
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