# 506510650 02/18/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6557426

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY	ΔΤΑ				
		Name	Execution Date		
GEROLD GOERTZEN			08/06/2014		
WILLIAM A. NULL JR.			11/20/2003		
ROBERT L. CUSON			06/19/2006		
RECEIVING PARTY D	ΑΤΑ				
Name:	INVACA	RE CORPORATION			
Street Address:	ONE IN	VACARE WAY			
City:	ELYRIA				
State/Country:	state/Country: OHIO				
Postal Code:	44036	44036			
Property Type		<b>Number</b>			
Application Number:	1	6726562			
CORRESPONDENCE					
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#### **ASSIGNMENT**

This Assignment is made and entered into by and between Robert L. Cuson, residing at 655 Timberwolf Ln., Lagrange, Ohio 44050 (collectively hereinafter "INVENTOR"), and Invacare Corporation, an Ohio corporation, having a place of business at One Invacare Way, Elyria, OH 44036-2125 (hereinafter referred to as "INVACARE").

Whereas INVENTOR has invented certain inventions described in a United States Utility Patent Application attached hereto titled SUSPENSION FOR WHEELED VEHICLES filed \_\_\_\_\_;

Whereas, INVACARE desires to acquire the entire right, title and interest in said applications 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 hereby sells, assigns, and transfers 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 applications for United States Letters Patent executed by the INVENTOR, 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. INVACARE is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTOR 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 horewith.

4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTOR, 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 agrees that he 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 INVENTOR 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.

INVENTOR agrees that this Assignment shall be construed in accordance with б. the laws and courts of Ohio. INVENTOR hereby also agrees to submit to the jurisdiction of any Ohio court.

Signatures; Robert L. Cuson

6/19/66

THE OF OHIO 

PATENT REEL: 055313 FRAME: 0548

On this 19th day of June, 2006, personally appeared before me, Robert L. Cuson, 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: June 19, 2006

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

#### **ASSIGNMENT**

This Assignment is made and entered into by and between GERALD GOERTZEN, residing at 205 Marks Road, Brunswick, Ohio 44212 and William A. Null, Jr. residing at 462 U.S. Route 224, Sullivan, Ohio 44880 (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 SUSPENSION WITH RELEASABLE LOCKING SYSTEM 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 on the above-indicated date, 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. 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.

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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:

GERALD GOERTZEN

11-21-03

(MBC0046.DOC;1)2

On this 2l day of 2m/2l, 2003, personally appeared before me, Gerald Goertzen 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: 1/020m/10.21,2003

nthia E Stanber --

Notary Public

OVNYNIA F. CARREN NURENT 9 Public, State Frida, Cuy. Cty 2 mmission Friday April 24, 2005

Signature:

1. Mil WILLIAM A. NULL, JR.

On this 20 day of 2000 day of 2003, personally appeared before me, William A. Null, Jr. 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.

inthis Estanter. H

Notary Public GYNTHIA E. CARREN MURTHY Money Public, State of Ohio, Cuy, Cly. Commission Explose April 24, 2005

#### ASSIGNMENT

This Assignment is made and entered into by and between GEROLD GOERTZEN, residing at 205 Marks Road, Brunswick, Ohio 44212 (hereinafter "INVENTOR"), and Invacare Corporation, an Ohio corporation, with its office at One Invacare Way, Elyria, Ohio 44036 (hereinafter referred to as "ASSIGNEE").

Whereas INVENTOR has invented certain inventions described in the United States patents and applications shown on Schedule A, which is attached hereto and incorporated herein by this reference;

Whereas, ASSIGNEE desires to acquire the entire right, title and interest in said patents and applications, 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 hereby sells, assigns, and transfers 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, said application for 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 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 or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under the International Convention or otherwise.

(02361036.DOC;1)

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, 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 agrees that he 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 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 agrees that this Assignment shall be construed in accordance with the laws and courts of Ohio. INVENTOR hereby also agrees to submit to the jurisdiction of any Ohio court.

7. INVENTOR 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 acknowledges and understands that the law firm of Calfee, Halter & Griswold LLP and its attorneys represent ASSIGNEE and INVENTOR acknowledges and understands that he is not the client of Calfee, Halter & Griswold, LLP.

(02361036.DOC;1)

9. INVENTOR acknowledges and understands that he has the opportunity to consult with independent legal counsel prior to executing this Assignment.

Signature:

tthey Supper

Anthony C. LaPlača, Esq. General Counsel

Invacare Corporation

{02361036.DOC;1}

Signature:

0 GEROLD GOERTZEN

<u>Aug 6, 2014</u> Date

On this  $\underline{b#}$  day of  $\underline{lugust}$ ,  $\underline{2dly}$ , personally appeared before me, GEROLD GOERTZEN 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.

nay Date: 8

Notary Public

REBECCA M. LENGYEL NOTARY PUBLIC • STATE OF OHIO Recorded in Erie County My commission expires Mar. 4, 2015

{02361036.DOC;1}

### SCHEDULE A

Patent	Serial No. Filing Date	Patent No. Issue Date	Attorney Docket No.
SUSPENSION WITH RELEASABLE LOCKING SYSTEM	10/695,045 10-27-2003	7,083,195 08-01-2006	12873/04325
SELF-STABILIZING SUSPENSION FOR WHEELED VEHICLES	11/077,483 03-10-2005	7,293,801 11-13-2007	12873/04675
SUSPENSION FOR WHEELED VEHICLES	11/472,509 06-20-2006	8,534,679 09-17-2013	12873/05324
SUSPENSION FOR WHEELED VEHICLES	13/970,794 08-20-2013	Not applicable	12873/06485

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## PATENT REEL: 055313 FRAME: 0556

**RECORDED: 02/18/2021**