

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7951920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (TL)
CONVEYING PARTY DATA	
Name	Execution Date
INVACARE CORPORATION	05/05/2023
MOTION CONCEPTS L.P	05/05/2023
RECEIVING PARTY DATA	
Name:	GLAS TRUST COMPANY LLC, AS COLLATERAL AGENT
Street Address:	3 SECOND STREET, SUITE 206
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07311
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	17153009
Application Number:	17321930
Patent Number:	D975604
Application Number:	17168919
Application Number:	17275580
Application Number:	17606133
Patent Number:	11464687
Patent Number:	11426313
Patent Number:	D962830
Patent Number:	11484125
Patent Number:	11535078
CORRESPONDENCE DATA	
Fax Number:	
<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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JOANNA MCCALL
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036	
ATTORNEY DOCKET NUMBER:	1996933 D
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	05/12/2023
Total Attachments: 6 source=#96858268v1 - (IVC - Patent Security Agreement (TL) [Executed])#page2.tif source=#96858268v1 - (IVC - Patent Security Agreement (TL) [Executed])#page3.tif source=#96858268v1 - (IVC - Patent Security Agreement (TL) [Executed])#page4.tif source=#96858268v1 - (IVC - Patent Security Agreement (TL) [Executed])#page5.tif source=#96858268v1 - (IVC - Patent Security Agreement (TL) [Executed])#page6.tif source=#96858268v1 - (IVC - Patent Security Agreement (TL) [Executed])#page7.tif	

PATENT SECURITY AGREEMENT dated as of May 5, 2023 (this “Agreement”), among INVACARE CORPORATION and MOTION CONCEPTS L.P. (each a “Grantor” and collectively the “Grantors”) and GLAS TRUST COMPANY LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement dated as of May 5, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among INVACARE HOLDINGS CORPORATION, a Delaware corporation (“Holdings”), INVACARE CORPORATION, an Ohio corporation (the “Borrower”), the Lenders party thereto and CANTOR FITZGERALD SECURITIES, as Administrative Agent and GLAS TRUST COMPANY LLC, as Collateral Agent and (b) the Amended and Restated U.S. Term Loan Collateral Agreement dated as of May 5, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Term Loan Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Term Loan Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the U.S. Term Loan Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Patents registrations and patent applications listed on Schedule I attached hereto (the “Patent Collateral”).

SECTION 3. U.S. Term Loan Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the U.S. Term Loan Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the U.S. Term Loan Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Term Loan Collateral Agreement, the terms of the U.S. Term Loan Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

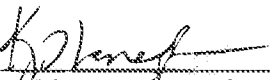
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Concerning the Collateral Agent. GLAS Trust Company LLC is entering this Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Credit Agreement. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Credit Agreement and the U.S. Term Loan Collateral Agreement, as if such rights, privileges, indemnities and immunities were set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INVACARE CORPORATION, as Grantor

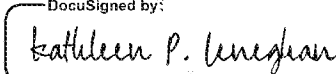
By: 
Name: Kathleen P. Deneghan
Title: Senior Vice President and Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 063633 FRAME: 0967

MOTION CONCEPTS L.P., as Grantor

By: Carroll Healthcare Inc.
Its: General Partner

DocuSigned by:
By: 
Name: Kathleen P. Leneghan
Title: Vice President and Treasurer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 063633 FRAME: 0968

GLAS TRUST COMPANY LLC, as Collateral
Agent,

By: 
Name:
Title: Katie Fischer
Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 063633 FRAME: 0969

Schedule I

Patent No.	Apparatus Title	Country	Application Status	Issue Date	Owner
17/153,009	Systems and Methods for Controlling Mobility Devices (ASL Fusion 110)	US	Published		Invacare Corporation
	PATIENT LIFT APPARATUS	US	Published		Invacare Corporation
17/321,930	CONFIGURABLE POWER WHEELCHAIR SYSTEMS AND METHODS (ASL 4321)	US	Pending		Invacare Corporation
D975,604	SEAT FOR A WHEELCHAIR	US	Granted	1/17/2023	Invacare Corporation
	WHEELCHAIR, IN PARTICULAR MANUAL WHEELCHAIR FOR BARIATRIC OR HEAVY DUTY USE	US	Published		Invacare Corporation
17/168,919	BED WITH ACTUATABLE MATTRESS SUPPORT PLATFORM AND METHOD OF ACTUATING SUCH A BED	US	Published		Invacare Corporation
17/275,580	WHEELCHAIR FRAME AND WHEELCHAIR COMPRISING THE SAME	US	Published		Invacare Corporation
17/606,133	ANTI-TIP WHEELCHAIR	US	Published		Invacare Corporation
11,464,687	WHEELCHAIR SUSPENSION	US	Granted	10/11/2022	Invacare Corporation
11,426,313	SUSPENSION SYSTEM FOR POWER WHEELCHAIR STANDER	US	Granted	8/30/2022	Motion Concepts L.P.
D962,830	WHEELCHAIR ROLLING SUPPORT ELEMENT	US	Granted	9/6/2022	Invacare Corporation
11,484,125	MULTI-AXIS HEADREST SYSTEM AND METHOD	US	Granted	11/1/2022	Invacare Corporation
11,535,078	STABILITY CONTROL SYSTEM	US	Granted	12/27/2022	Invacare Corporation

PATENT