

7.09.02

07-12-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECO

TR.

102152704

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NEUROCONTROL CORPORATION

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Collateral Assignment of Security Interest

Execution Date: 7/19/01

2. Name and address of receiving party(ies)

Name: INVACARE CORPORATION

Internal

Address:

Street Address: One Invacare Way

City: Elyria State: OH Zip: 44036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/338,685

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeanne E. Longmuir

Internal Address:

CALFEE, HALTER & GRISWOLD LLP

1400 McDonald Investment Center

Street Address: 800 Superior Avenue

City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0172

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
2002 JUL -9 AM 11:09
FINANCE SECTION

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeanne E. Longmuir

Name of Person Signing

Signature

July 9, 2002
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/11/2002 08:00:00 00000234 76338685

01 FC:481

40.00 OP

TRADEMARK
REEL: 002542 FRAME: 0672

RECORDATION FOR M COVER SHEET

TRADEMARKS ONLY

Continuation of Box 2:

Name and Address of additional receiving parties:

Primus Capital Fund III Limited Partnership
5900 Landerbrook Drive, Suite 200
Cleveland, OH 44124

Morgenthaler Venture Partners IV, L.P.
2710 Sand Hill Road, Suite 100
Menlo Park, CA 94025

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Collateral Assignment") is made as of July 19, 2001, by Neurocontrol Corporation, an Ohio corporation ("Assignor"), in favor of Invacare Corporation, an Ohio corporation ("Invacare"), Primus Capital Fund III Limited Partnership ("Primus") and Morgenthaler Venture Partners IV, L.P., a Delaware limited partnership ("Morgenthaler"), and Invacare, in its capacity as both collateral and administrative agent for each of the Lenders (the "Agent"). Invacare, Primus and Morgenthaler shall be referred to herein as the "Assignees", and individually as an, "Assignee".

RECITALS

A. Assignor is the owner of certain trademarks listed on Exhibit A attached to this Collateral Assignment.

B. Assignor has entered into that certain Revolving Credit and Security Agreement dated as of the date hereof (as from time to time amended, modified or supplemented, the "Credit Agreement"), with the Agent and each of the Assignees, pursuant to which, upon the satisfaction by the Assignor of certain terms and conditions contained therein, the Assignees will make certain advances and other financial accommodations available to Assignor.

C. Pursuant to the Credit Agreement, Assignor has agreed to grant to each of the Assignees a security interest in all of its right, title and interest in and to all of its trademarks, including, without limitation, those described on Exhibit A, and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Assignor is the owner of the entire right, title and interest in the trademarks and Goodwill.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Assignor hereby:

1. Acknowledges and agrees that the Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, and each of the Assignee's rights, including without limitation to the trademarks and Goodwill, shall be subject in the terms and conditions of the Credit Agreement.

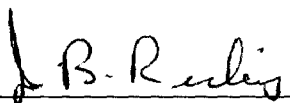
2. Assigns, pledges and grants to the Assignees, as security for the Obligations, a security interest in and to all of its trademarks, including, without limitation, those listed on Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Assignor after the date hereof.

3. Assigns, pledges and grants to the Assignees, as security for the Obligations, a security interest in and to any license agreements in which Assignor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred by the Assignor, as specified as of the date hereof on Exhibit B).

4. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note in its records the existence of the security interest granted hereunder with respect to each of the trademarks listed on Exhibit A and, subject to restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Assignor after the date hereof.

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment to be signed by its authorized officer as of the day and year first above written.

“ASSIGNOR”
NEUROCONTROL CORPORATION



By: J. B. RICHEY
Its: CEO & CHAIRMAN.

EXHIBIT A

U.S. TRADEMARKS/SERVICE MARKS AND APPLICATIONS

<u>Mark</u>	<u>Appln. No.</u>	<u>Filing Date</u>
RESTORESTIM	76/338,685	11/15/01

EXHIBIT B

NON-ASSIGNABLE LICENSES

Technology Transfer Agreement, dated October 10, 1994, between Case Western Reserve University and NeuroControl Corporation, as amended.