

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medical Support Systems Limited		12/01/2006	Limited Company: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Invacare UK Operations Limited
<b>Street Address:</b>	South Road, Bridgend Industrial Estate
<b>City:</b>	Bridgend
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	CF31 3PY
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2218127	FLO-TECH

**CORRESPONDENCE DATA**

Fax Number: (859)252-0779  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 859/252-0889  
 Email: tanya@iplaw1.net  
 Correspondent Name: Andrew D. Dorisio  
 Address Line 1: 247 North Broadway  
 Address Line 4: Lexington, KENTUCKY 40507

<b>ATTORNEY DOCKET NUMBER:</b>	348-005
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:

CH \$40.00 2218127

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Andrew D. Dorisio

Signature:

/Andrew D. Dorisio/

Date:

04/20/2007

Total Attachments: 7

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Dated 1<sup>st</sup> December 2006

(1) MEDICAL SUPPORT SYSTEMS LIMITED

&

(2) INVACARE UK OPERATIONS LIMITED

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ASSIGNMENT OF REGISTERED  
INTELLECTUAL PROPERTY

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**THIS AGREEMENT** is dated the 1<sup>st</sup> December 2006

**PARTIES:**

(1) **MEDICAL SUPPORT SYSTEMS LIMITED** (registered in England and Wales under Company Number: 03214411) the registered office of which is at MSS House, Taffs Fall Road, Treforest Industrial Estate, Cardiff, CF37 5TT (Assignor) and

(2) **INVACARE UK OPERATIONS LIMITED** (registered in England and Wales under Company Number: 03281202) the registered office of which is at South Road, Bridgend Industrial Estate, Bridgend, CF31 3PY (Assignee).

**BACKGROUND:**

(A) The Assignor is the proprietor of the registered Intellectual Property Rights set out in Schedule 1 (together the "Registered IPRs") and the proprietor of the unregistered Intellectual Property Rights set out in Schedule 2 (together the "Unregistered IPRs").

(B) The Assignor has agreed to assign the Registered IPRs and the Unregistered IPRs to the Assignee on the terms set out below.

**AGREED TERMS**

**1. INTERPRETATION**

The definition in this clause applies in this Agreement.

Intellectual Property Rights:

patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the World.



## 2. ASSIGNMENT

For an agreed consideration, the Assignor assigns to the Assignee with full title guarantee the following rights:

- (a) the Registered IPRs;
- (b) all goodwill attaching to the registered trade marks listed in Schedule 1 and the unregistered marks listed in Schedule 2;
- (c) the exclusive right for the Assignee and its successors and assignees to carry on any business of the Assignor's under the Unregistered IPRs and to represent itself as carrying on such business in succession to the Assignor;
- (d) all goodwill attaching to the Unregistered IPRs; and
- (e) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 2 which occurred prior to the date of this assignment.

## 3. PROCEEDINGS

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this Agreement.

## 4. FURTHER ASSURANCE

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this Agreement, whether in connection with any registration of title or other similar right or otherwise.

## 5. GOVERNING LAW AND JURISDICTION

5.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

5.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.



## SCHEDULE 1

## REGISTERED IPRS

## TRADE MARK APPLICATIONS AND REGISTRATIONS

<u>Trade Mark</u>	<u>Jurisdiction</u>	<u>Registration/ Application number</u>
"care DIRECT"	United Kingdom	2187130
"FLO-MER"	European Community	696955
"FLO-MER"	United Kingdom	2138477
"Flo-tech"	European Community	450981
"Flo-tech"	United States of America	2218127
"Flo-Tech Adjuster"	United Kingdom	2253595
"FLO-TECH IMAGE"	United Kingdom	2137248
"FLO-TECH SOLUTION"	European Community	563841
"FLO-TECH SOLUTION"	United Kingdom	2133220
"FLO-TECH SUPPORT"	United Kingdom	2143076
"Homepad"	United Kingdom	2270710
"PROPAD PREMIER"	United Kingdom	2270706
"SOFTFORM ACTIVE"	United Kingdom	2408712
"SOFTFORM PREMIER GLIDE"	United Kingdom	2351326

## PATENT APPLICATIONS AND PATENTS

<u>Invention</u>	<u>Jurisdiction</u>	<u>Patent/ Application number</u>
Cushion	United Kingdom	2342039

**DESIGN APPLICATIONS AND REGISTRATIONS**

<u>Design</u>	<u>Jurisdiction</u>	<u>Registration/ Application number</u>
Button Pad Wheelchair Cushion	United Kingdom	2066266
Cushions	United States of America	D386036



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**SCHEDULE 2**

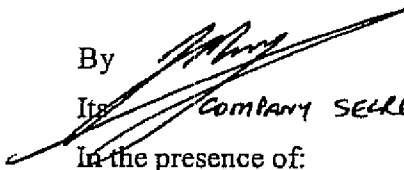
**UNREGISTERED IPRs**

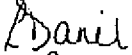
**ALL TRADE NAMES, COPYRIGHT AND INTELLECTUAL PROPERTY OWNED BY THE ASSIGNOR WHICH IS NOT CONTAINED WITHIN SCHEDULE 1.**



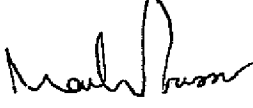



SIGNED for and on behalf of  
**MEDICAL SUPPORT SYSTEMS LIMITED**

By   
Its **Company SECRETARY**  
In the presence of:

Witness name: **L. Daniel**  
Signature:   
Occupation: **Payroll Administrator**  
Address: **5 Bangor Street  
Nantyffyllon  
Maesteg  
CF34 0LA**

SIGNED for and on behalf of  
**INVACARE UK OPERATIONS LIMITED**

By   
Its **MANAGING DIRECTOR**  
In the presence of:

Witness name: **CHRISTOPHER BEGAN**  
Signature:   
Occupation: **OPERATIONS MANAGER**  
Address: **6, CAER EFAIL,  
PENCOED  
BRIDGEND  
CF35 6RW.**