

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ohio Medical Corporation | | 06/11/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Invacare Continuing Care, Inc. | | |
| Street Address: | One Invacare Way | | |
| City: | Elyria | | |
| State/Country: | OHIO | | |
| Postal Code: | 44035 | | |
| Entity Type: | CORPORATION: MISSOURI | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3706612 | MOBLVAC | |
| Registration Number: | 4045828 | TRUSEAL | |
| Serial Number: | 77625178 | VERISEAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2162410816 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 216-622-8200 | | |
| Email: | ipdocket@calfee.com | | |
| Correspondent Name: | Raymond Rundelli | | |
| Address Line 1: | c/o Calfee, Halter & Griswold LLP | | |
| Address Line 2: | The Calfee Bldg., 1405 East 6th Street | | |
| Address Line 4: | Cleveland, OHIO 44114-1606 | | |
| ATTORNEY DOCKET NUMBER: | 12873/06209 | | |
| NAME OF SUBMITTER: | Carol A. Costanza | | |

CH \$90.00 3706612

| | |
|--|------------|
| Signature: | /cac/ |
| Date: | 06/07/2013 |
| Total Attachments: 6 source=01974363#page1.tif source=01974363#page2.tif source=01974363#page3.tif source=01974363#page4.tif source=01974363#page5.tif source=01974363#page6.tif | |

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (this "Confirmatory Assignment") is made and entered into as of this ____ day of June, 2012 (the "Effective Date") by Ohio Medical Corporation, a Delaware corporation, ("Assignor") to and in favor of Invacare Continuing Care, Inc. a Missouri corporation, with its principal office at _____ ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, entered into as of October 25, 2011 (the "Purchase Agreement"); and

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Purchase Agreement;

WHEREAS, the Purchase Agreement provided for the transfer of certain inventions, discoveries, designs, industrial models and patent rights that were, on the date the Purchase Agreement was entered into, used in or useful to the Product Line, other than the Retained Assets identified in Section 1.2 of the Purchase Agreement; and

WHEREAS, the Purchase Agreement provided for the transfer of certain trade names, trademarks, and services marks used on or in connection with products in the Product Line, other than the Retained Assets identified in Section 1.2 of the Purchase Agreement; and

WHEREAS, Assignor and Assignee neglected to execute a standalone assignment document with respect to the transferred pending or issued patents for recordation with the United States Patent and Trademark Office; and

WHEREAS, Assignor and assignee did execute a standalone Trademark Assignment, as of October 25, 2012 (the "Trademark Assignment"), however such assignment inadvertently failed to include all of the transferred trade names, trademarks and service marks and also included some incorrect information; and

WHEREAS, pursuant to the Purchase Agreement, Assignor had agreed that at any time after October 25, 2011, Assignor would execute and deliver to Assignee such further conveyances, assignment or other written assurances as Assignee may reasonably request to perfect and protect Assignee's title to the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Purchase Agreement), it is hereby agreed by and between the parties as follows:

1. Effective as of the date of the Purchase Agreement, the parties confirm that Assignor directly or indirectly sold, transferred and assigned to Assignee the following which, on the date of the Purchase Agreement, were used in or useful to the Product Line, other than the Retained Assets identified in Section 1.2 of the Purchase Agreement: all intellectual property rights, including, but not limited to, all inventions, discoveries, designs, industrial models and all patent rights relating thereto, including, but not limited to, the patents listed on

Schedule A hereto, and applications therefore and all reissues, divisions, continuations and extensions thereof, know-how, trade secrets, processes, technology, discoveries, formulae and procedures, together with the right to sue for past infringement or improper, unlawful or unfair use or disclosure of any of the foregoing.

2. Effective as of the date of the Purchase Agreement, the parties confirm that Assignor sold, transferred and assigned to Assignee the following which, on the date of the Purchase Agreement, were used in or useful to the Product Line, other than the Retained Assets identified in Section 1.2 of the Purchase Agreement: all trade names, trademarks, and services marks, including, but not limited to, those listed on Schedule B and all registrations, common law rights and applications therefore, together with the goodwill symbolized or represented by the foregoing, mask works, works of authorship and all copyrights related thereto and all registrations and applications therefore.

3. The parties acknowledge and agree that Assignor makes no representations or warranties in this Confirmatory Assignment. Any and all representations and warranties relating to the Purchased Assets are contained in the Purchase Agreement.

4. This Confirmatory Assignment is subject to the terms of the Purchase Agreement, and in the event of a conflict between the terms of this Confirmatory Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

5. This Confirmatory Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

ASSIGNEE:

Invacare Continuing Care, Inc., a Missouri corporation

By: [Signature]

Name: Gerald B. Blouch

Title: President & CEO

STATE OF Ohio)
)
COUNTY OF Lorain)

SS:

The foregoing Assignment was acknowledged before me this 12 day of June, 2012 by Gerald B. Blouch, the President and CEO of Invacare Continuing Care, Inc., a Missouri Corporation. He is personally known to me or has produced personally known as identification.

Notary: [Signature]
Print Name: Rebecca M. Lengyel

[NOTARIAL SEAL]
Notary Public, State of Ohio
My commission expires: 3/4/15

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

SCHEDULE A
PATENTS

| Country | Title | Status | Application Date | Application Number |
|--------------------|--|----------|------------------|--------------------|
| Cooperation Treaty | FLUID LEVEL SENSOR FOR A CONTAINER OF A NEGATIVE | Inactive | 10/30/2009 | PCT/US2009/062705 |
| Canada | WOUND TREATMENT SYSTEM | Filed | 4/1/2009 | 2723364 |
| Cooperation Treaty | WOUND TREATMENT SYSTEM | Filed | 4/1/2009 | PCT/US2009/039156 |
| | CONTAINER OF A NEGATIVE | | | |
| United States | PRESSURE WOUND TREATMENT SYSTEM | Filed | 10/31/2008 | 12/262474 |
| United States | WOUND TREATMENT SYSTEM | Filed | 10/1/2010 | ASN |
| United States | WOUND CARE KIT | Filed | 4/14/2010 | 12/760103 |

SCHEDULE B
TRADEMARKS

| Country | Mark Name | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|---------------|---------------|------------|-----------|-----------|----------|------------|
| United States | MOBLVAC | Registered | 77/555633 | 8/26/2008 | 3706612 | 11/3/2009 |
| United States | MOBLVAC Touch | Unfiled | | | | |
| United States | TRUSEAL | Filed | 77/202156 | 3/30/2009 | 4045828 | 10/25/2011 |
| United States | VERISEAL | Filed | 77/625178 | 12/3/2008 | | |

{01419829.DOC;2 }