

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (TRANCHE II NOTES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVACARE CORPORATION		07/26/2022	Corporation: OHIO
FREEDOM DESIGNS, INC.		07/26/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Collateral Agent		
Street Address:	55 Ludgate Hill, Level 1 West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3016636	A-4	
Registration Number:	1340574	ARROW	
Registration Number:	6201622	AVIVA	
Registration Number:	1992868	CONTOURU	
Registration Number:	3058882	FREEDOM	
Registration Number:	5253727	FREEDOM	
Registration Number:	4285300	GLISSANDO	
Registration Number:	3215366	HOMEFILL	
Registration Number:	1243496	INVACARE	
Registration Number:	2840082	INVACARE	
Registration Number:	5196508	KÜSCHALL	
Registration Number:	5027385	MAKING LIFE'S EXPERIENCES POSSIBLE	
Registration Number:	1687742	MICROAIR	
Registration Number:	2740128	MVP	
Registration Number:	4280178	MYON	
Registration Number:	2740124	NUTRON	
Registration Number:	3147992	PIN DOT	
Registration Number:	4997897	PLATINUM	

OP \$890.00 3016636

Property Type	Number	Word Mark
Registration Number:	2740125	PRONTO
Registration Number:	1841731	SEATMAKER
Registration Number:	1769220	SILHOUETTE
Registration Number:	2740122	SOLARA
Registration Number:	1937315	STORM SERIES
Registration Number:	2877504	SURE S STEP
Registration Number:	6479379	T
Registration Number:	3215259	TDX
Registration Number:	3183711	TERMINATOR
Registration Number:	2283601	THE AFTERMARKET GROUP
Registration Number:	4207088	THERAPURE
Registration Number:	1939162	TOP END
Registration Number:	3255291	TOP END
Registration Number:	1857250	TRACER
Registration Number:	2877505	TT
Registration Number:	2976865	YES, YOU CAN.
Registration Number:	2952265	YES, YOU CAN.

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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:	1745783 TM C
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/09/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of July 26, 2022 (this “Agreement”), among INVACARE CORPORATION and FREEDOM DESIGNS, INC. (each a “Grantor” and collectively the “Grantors”) and GLAS TRUST CORPORATION LIMITED, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Tranche II Indenture dated as of July 26, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Tranche II Indenture”), among INVACARE CORPORATION, an Ohio corporation (the “Company”), the Note Guarantors party thereto, COMPUTERSHARE TRUST COMPANY, N.A., as Trustee, and GLAS Trust Corporation Limited, as Collateral Agent and (b) the U.S. Tranche II Notes Collateral Agreement dated as of July 26, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Tranche II Notes Collateral Agreement”), among the Company, the other Grantors from time to time party thereto and the Collateral Agent. The Holders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Tranche II Indenture. Each Grantor is an Affiliate of the Company and is willing to execute and deliver this Agreement as consideration for Notes previously issued. 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. Tranche II Notes Collateral Agreement or the Tranche II Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the U.S. Tranche II Notes 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 Trademark registrations and Trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. U.S. Tranche II Notes 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. Tranche II Notes Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Tranche II Notes 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. Tranche II Notes Collateral Agreement, the terms of the U.S. Tranche II Notes 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 Trademark 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.

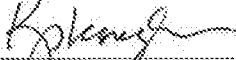
SECTION 6. Concerning the Collateral Agent. GLAS Trust Corporation Limited is entering this Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Tranche II Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Tranche II Indenture and the U.S. Tranche II Notes 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.

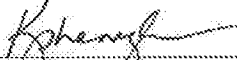
INVACARE CORPORATION, as Grantor

By:


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

FREEDOM DESIGNS, INC., as Grantor

By:


Name: Kathleen P. Leneghan
Title: Vice President and Treasurer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007802 FRAME: 0235

GLAS TRUST CORPORATION
LIMITED, as Collateral Agent,

By: *A. Russell*
Name: *ERIC KEV. RUSSELL*
Title: *AUTHORIZED
SIGNATORY*

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007802 FRAME: 0236

Schedule I

Mark Name	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number	OWNER
A-4	United States (US) -	9/10/2002	76448324	11/22/2005	3016636	Invacare Corporation
ARROW	United States (US) -	10/18/1984	73504352	06/11/1985	1340574	Invacare Corporation
AVIVA	United States (US) -	08/20/2019	88585504	11/17/2020	6201622	Invacare Corporation
ContourU	United States (US) -	04/25/1995	74667663	08/13/1996	1992868	Invacare Corporation
FREEDOM (stylized-design)	United States (US) -	12/03/2004	78526433	02/14/2006	3058882	Freedom Designs, Inc.
FREEDOM (stylized-design)	United States (US) -	02/03/2016	86896084	08/01/2017	5253727	Freedom Designs, Inc.
GLISSANDO	United States (US) -	04/19/2012	85602591	02/05/2013	4285300	Invacare Corporation
HOMEFILL	United States (US) -	03/15/2006	78838056	03/06/2007	3215366	Invacare Corporation
Invacare	United States (US) -	06/17/1981	73315171	06/28/1983	1243496	Invacare Corporation
INVACARE & Design	United States (US) -	10/09/2002	78172572	05/11/2004	2840082	Invacare Corporation
Kuschall	United States (US) -	11/12/2015	86818511	05/02/2017	5196508	Invacare Corporation
MAKING LIFE'S EXPERIENCES	United States -	01/21/2013	85828085	08/23/2016	5027385	Invacare Corporation

POSSIBLE	(US)					
microAIR (stylized-design)	United States (US)	-	01/22/1991	74132231	05/19/1992	1687742 Invacare Corporation
MVP	United States (US)	-	09/10/2002	76448322	7/22/2003	2740128 Invacare Corporation
MYON	United States (US)	-	06/22/2010	85068301	01/22/2013	4280178 Invacare Corporation
NUTRON	United States (US)	-	09/10/2002	76448317	07/22/2003	2740124 Invacare Corporation
PIN DOT	United States (US)	-	06/07/2005	78645019	09/26/2006	3147992 Invacare Corporation
Platinum	United States (US)	-	11/24/2015	86830379	07/12/2016	4997897 Invacare Corporation
PRONTO	United States (US)	-	09/10/2002	76448318	07/22/2003	2740125 Invacare Corporation
SEATMAKER	United States (US)	-	08/27/1993	74430267	06/28/1994	1841731 Invacare Corporation
SILHOUETTE	United States (US)	-	03/18/1991	74148489	05/04/1993	1769220 Invacare Corporation
SOLARA	United States (US)	-	09/10/2002	76448125	07/22/2003	2740122 Invacare Corporation
STORM SERIES	United States (US)	-	12/30/1994	74616785	11/21/1995	1937315 Invacare Corporation
SURE STEP & Design	United States (US)	-	07/31/2003	78281321	08/24/2004	2877504 Invacare Corporation
T (Stylized- Design)	United States (US)	-	10/9/2018	88147739	9/7/2021	6479379 Invacare Corporation

TDX	United States (US)	-	02/01/2006	78804346	03/06/2007	3215259	Invacare Corporation
TERMINATOR	United States (US)	-	02/01/2006	78804302	12/12/2006	3183711	Invacare Corporation
THE AFTERMARKET GROUP & Design	United States (US)	-	12/04/1996	75207913	10/05/1999	2283601	Invacare Corporation
THERAPURE	United States (US)	-	05/11/2011	85318285	09/11/2012	4207088	Invacare Corporation
TOP END	United States (US)	-	10/27/1993	74453213	12/05/1995	1939162	Invacare Corporation
TOP END (Stylized-Design)	United States (US)	-	02/01/2006	78804442	06/26/2007	3255291	Invacare Corporation
TRACER	United States (US)	-	07/07/1993	74410413	10/04/1994	1857250	Invacare Corporation
TT	United States (US)	-	07/31/2003	78281336	08/24/2004	2877505	Invacare Corporation
Yes, you can.	United States (US)	-	02/20/2002	76373256	07/26/2005	2976865	Invacare Corporation
Yes, you can.	United States (US)	-	02/20/2002	76373094	05/17/2005	2952265	Invacare Corporation