

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827555

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Invacare Corporation		01/30/2023	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ventec Life Systems, Inc.		
<b>Street Address:</b>	22002 26th Ave SE		
<b>City:</b>	Bothell		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3215366	HOMEFILL	
<b>Registration Number:</b>	4997897	PLATINUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
<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>			
<b>Phone:</b>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 1:</b>	1405 East Sixth Street		
<b>Address Line 2:</b>	The Calfee Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1607		
<b>ATTORNEY DOCKET NUMBER:</b>	41378/04248, 04253		
<b>NAME OF SUBMITTER:</b>	Carol A. Costanza		
<b>SIGNATURE:</b>	/Carol A. Costanza/		
<b>DATE SIGNED:</b>	07/27/2023		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of January 30, 2023, is entered into by and between Invacare Corporation, an Ohio corporation ("Invacare"), and Ventec Life Systems, Inc., a Delaware corporation ("Buyer"). Invacare and Buyer shall each be referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used in this Agreement without definition shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Invacare have entered into that certain Asset Purchase Agreement, dated as of January 30, 2023 (the "Purchase Agreement"), pursuant to which Invacare has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Invacare, all of the assets comprising the Respiratory Business, all as more fully described therein; and

WHEREAS, under the terms of the Purchase Agreement, Invacare has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Invacare, including without limitation the Assigned Trademarks (as defined below), and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Invacare hereby irrevocably conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts, all of Invacare's right, title, and interest throughout the world in and to the following, free and clear of all Encumbrances:

(a) the trademark registrations set forth on Schedule 1 hereto, and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), all common law rights in the Assigned Trademarks, together with the goodwill of the Respiratory Business generated by, symbolized by and associated with the use of, the Assigned Trademarks;

(b) all rights, benefits, privileges and proceeds of any kind whatsoever of Invacare accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, without limitation;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Invacare hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Invacare shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Invacare and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other Party at the addresses set forth in Section 8.03 of the Purchase Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the Notice has complied with the requirements of this Section.

5. Amendments and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns (including those successors that arise as a matter of law). Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

7. Governing Law. This Agreement, including any claim, controversy or dispute arising out of or otherwise relating to this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding. Service of process, summons, notice, or other document by mail to such Party’s address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed

copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

VENTEC LIFE SYSTEMS, INC.

DocuSigned by:  
Tom Pontzius  
By: 2B6ACC28A38F4DE...  
Name: Tom Pontzius  
Title: President

*[Signature page to Trademark Assignment Agreement]*

**TRADEMARK**  
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INVACARE:

INVACARE CORPORATION

DocuSigned by:

*Kathleen Leneghan*

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By: \_\_\_\_\_

Name: Kathleen P. Leneghan

Title: Senior Vice President and Chief Financial Officer

*[Signature page to Trademark Assignment Agreement]*

**TRADEMARK**  
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Schedule 1

Assigned Trademarks

Trademark Registrations:

Mark Name	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number	Owner
HOMEFILL	Australia - (AU)	12/10/2004	864292	12/10/2004	864292	Invacare Corporation, as assignee of Invacare UK Operations Limited
HOMEFILL	Community Trademark - (EM)	05/07/2004	3788536	01/17/2006	3788536	Invacare Corporation
HOMEFILL	United Kingdom - (UNIK)	7/5/2004	3788536	01/17/2006	UK00903788536	Invacare Corporation
HOMEFILL	Norway - (NO) (IR reg.)	12/10/2004	864292	12/10/2004	864292	Invacare Corporation, as assignee of Invacare UK Operations Limited
HOMEFILL	Switzerland - (CH) (IR reg.)	12/10/2004	864292	12/10/2004	864292	Invacare Corporation, as assignee of Invacare UK Operations Limited
HOMEFILL	United Kingdom - (UNIK)	12/10/2004	2380111	12/10/2004	2380111	Invacare Corporation, as assignee of Invacare UK Operations Limited
HOMEFILL	United States - (US)	03/15/2006	78838056	03/06/2007	3215366	Invacare Corporation
HOMEFILL	WIPO	12/10/2004	864292	12/10/2004	864292	Invacare Corporation, as assignee of Invacare UK Operations Limited



Mark Name	Country	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number	Owner
PLATINUM	Australia - (AU)	05/13/2005	864291	05/13/2005	864291	Invacare Corporation, as assignee of Invacare International GmbH
PLATINUM	Canada - (CA)	05/04/2016	1780790	10/16/2017	TMA982979	Invacare Corporation
PLATINUM	Community Trademark - (EM)	05/24/2004	3829884	06/16/2006	3829884	Invacare Corporation
PLATINUM	Great Britain - (GB)	05/24/2004	3829884	06/16/2006	UK00903829884	Invacare Corporation
PLATINUM	United Kingdom - (UNIK)	05/13/2005	2391920	05/13/2005	2391920	Invacare Corporation, as assignee of Invacare International GmbH
PLATINUM	Norway - (NO) (IR reg.)	05/13/2005	864291	05/13/2005	864291	Invacare Corporation, as assignee of Invacare International GmbH
PLATINUM	Switzerland - (CH) (IR reg.)	05/13/2005	864291	05/13/2005	864291	Invacare Corporation, as assignee of Invacare International GmbH
PLATINUM	Thailand - (TH) (IR reg.)	05/13/2005	864291	05/13/2005	864291	Invacare Corporation, as assignee of Invacare International GmbH
Platinum	United States - (US)	11/24/2015	86830379	07/12/2016	4997897	Invacare Corporation
PLATINUM	WIPO	05/13/2005	864291	05/13/2005	864291	Invacare Corporation, as assignee of Invacare International GmbH
PLATINUM	China	05/24/2016	20058946			Invacare Corporation

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[Schedule I to Trademark Assignment Agreement]

Unregistered Trademarks:

<u>Mark Name</u>	<u>Region</u>
Check O2 Plus	EU
Check O2 Plus	US/CAN
CoolPressor	US/CAN
Element	US/CAN
Platinum@ 5NXG	AU/NZ
Platinum@ 5NXG	US/CAN
Perfecto2	AU/NZ
Perfecto2	US/CAN
Perfecto2 V	AU/NZ
Perfecto2 V	US/CAN
Perfecto2 V	EU
Piccolo	US/CAN
Platinum 9	EU
Platinum Mobile	US/CAN
Platinum Mobile	EU
POCI	AU/NZ
PreciseRx	EU
Sensi-Pulse	US/CAN
Sieve - GARD	US/CAN
Sieve-GARD+	US/CAN

TRADEMARK

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RECORDED: 07/27/2023

[Schedule I to Trademark Assignment Agreement]

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