

HC530 U.S. PTO
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
)
MICHELLE KELCHAK)
)
Serial No.: Unassigned) Group Art Unit: Unassigned
)
Filed: Unassigned) Examiner: Unassigned
)
For: SHOE UPPER)

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

WHEREAS:

Michelle Kelchak, a citizen of the United States, whose address is 228 Manhattan Beach Blvd., Suite 200, Manhattan Beach, California 90266, hereinafter referred to as ASSIGNOR, has invented and owns a certain invention entitled:

SHOE UPPER

for which the above-referenced application for Letters Patent of the United States has been executed on even date herewith,

WHEREAS:

SKECHERS U.S.A., INC., a California corporation, located at 228 Manhattan Beach Boulevard, Suite 200, Manhattan Beach, California 90266 U.S.A. (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to, and under said invention and in, to, and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good consideration, D'Wayne Edwards hereby sells, assigns and transfers to ASSIGNEE and the successors and assigns of ASSIGNEE the full and exclusive right, title and interest in and to any invention(s) disclosed in the above-referenced application, including all such right, title and interest for United States territorial possessions and for all foreign countries and further including all rights to claim priority, in and to any and all improvements which are obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or incumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on

7-13, 1998.


Michelle Kelchak