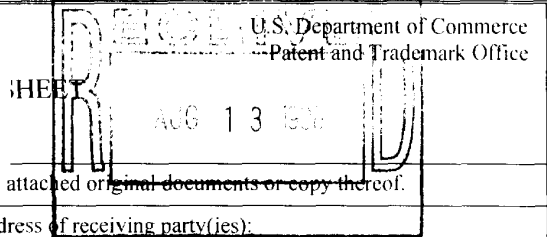


08-21-1998



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Joseph D. BOYER
8-13-98

2. Name and Address of receiving party(ies):
Name: The Timberland Company
Address: 200 Domain Drive
Stratham, New Hampshire 03885

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: August 3, 1998

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s): 29/088,224

B. Patent No.(s): _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:
Tzvi Hirshaut
ORRICK, HERRINGTON & SUTCLIFFE LLP
666 Fifth Avenue
New York, New York 10103-0001

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41)..... \$40.00
 Enclosed
 All or any deficiency is authorized to be charged to Deposit Account No. 15-0665
8. Deposit Account No. 15-0665

08/18/1998 DNGUYEN 00000092 29088224
01 FC:581 40.00 DP

DO NOT USE THIS SPACE

9. Statement and Signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tzvi Hirshaut

Name: Tzvi Hirshaut,
Reg. No. 38, 732

Signature

Date: August 7, 1998

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

WHEREAS, I:

Joseph D. BOYER respectively residing at:

84A Little Bay Road, Newington, New Hampshire have made an invention entitled:

PERFORMANCE-ORIENTED SHOE

and

- am about to make application for United States Letters Patent therefor, the same being executed by me on even date or dates herewith;
- have made application for United States Letters Patent thereof, filed under Serial Number 29/088,224; and

WHEREAS, The Timberland Company, a corporation organized and existing under the laws of New Hampshire and having an office and place of business at 200 Domain Drive, Stratham, New Hampshire, 03885-5050 hereinafter called "the Assignee" (which term shall include its successors and assigns), desires to acquire said invention:

THEREFORE, for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I do hereby sell, assign and transfer to the Assignee my entire right, title and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said invention, and in and to said application (which term shall include hereinafter, where the context so admits, all divisional, continuing, reissue and other patent applications based thereon and all applications the priority of which is claimed therein) and the improvements (which term shall include each and every such improvement or invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said invention, said improvements or said application;

And for the same consideration I do also hereby sell, assign and transfer to the Assignee all my rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said invention, said improvements and said application and I do hereby authorize the Assignee to apply in my name or its own name for patents and like rights of exclusion or for said invention and improvements in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration I do hereby and severally agree for myself and for my heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, division, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said invention, said improvements, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And, in the event of our unavailability or the unavailability of me, I do hereby authorize Assignee to file, or cause to be filed on my behalf, and in accordance with 37 C.F.R. §1.41(c), any original, division, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said invention and said improvements, and I do hereby appoint Assignee attorney in fact to execute any documents on my behalf which may be necessary to accomplish the foregoing, all, however, at the expense of the Assignee;

And I do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding officer of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said invention or improvements;

