

10-27-1998

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

1. Name of conveying party(ies):

1) Denis Norton 2) Diana A. Wurfbain

2. Name and Address of receiving party(ies):

Name: Rocky Shoes & Boots, Inc.

Internal Address: _____

Additional name(s) of conveying
arty(ies) attached? ☐ Yes ☒ No

Street Address: 39 E. Canal Street

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

City Nelsonville State Ohio ZIP 45764

Additional name(s) & address(es) attached?

☐ Yes ☒ No

Execution Date: 1) October 8, 1998

2) October 15, 1998

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

29/092,423

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of person to whom
correspondence concerning document
should be mailed:

Name: Belinda Reynolds, Legal Assistant

Internal Address: _____

Porter, Wright, Morris & Arthur

Street Address: 41 South High Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and patents
involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed

☒ Authorized to be charged to deposit
account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying
by deposit account)

16-2326

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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 documents.

Mark E. Duell

Name of Person Signing

Mark E. Duell

Signature

October 20, 1998

Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents

Box Assignments

Washington, D.C. 20231

ASSIGNMENT BY JOINT INVENTORS

Of: SHOE SOLE (U.S. Patent Application Serial No. 29/092,423)

From: Denis Norton, an individual
Diana A. Wurfbain, an individual

To: Rocky Shoes & Boots, Inc.

We, Denis Norton, a citizen of the United States residing at 7569 Longmeadow Lane, Athens, Ohio 45701, and Diana A. Wurfbain, a citizen of Holland residing at 6600-A Brown Road, Athens, Ohio 45701, having invented a new, original and ornamental design for SHOE SOLE, for which we are applying for Letters Patent of the United States by an application so titled, said application being filed herewith;

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to us from Rocky Shoes & Boots, Inc., a corporation of the State of Ohio having its corporate offices at 45 East Canal Street, Nelsonville, Ohio 45764, the receipt and sufficiency of which we acknowledge, by this Assignment;

We sell, assign and transfer to Rocky Shoes & Boots, Inc. the entire and undivided right, title and interest in and to our invention of new, original and ornamental design for SHOE SOLE, our said application for letters patent, the invention therein described, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any letters patent for said invention in the United States and in any and all foreign countries, any and all other applications for letters patent on said invention, in whatsoever

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Mailed October 20, 1998

countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; any and all letters patent that may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, or continuations of letters patent granted for said inventions or upon said applications, to the full end of the term or terms for which said letters patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or letters patent therefor, all to be held and enjoyed by Rocky Shoes & Boots, Inc., its successors and assigns, all the same as we would have held and enjoyed had this Assignment not been made;

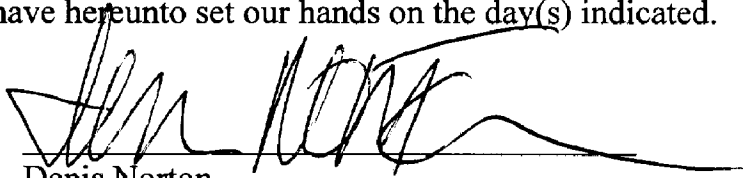
We authorize and grant the right to Rocky Shoes & Boots, Inc. to file and prosecute patent applications in any or all countries for any part of said invention in our names or in the name of Rocky Shoes & Boots, Inc. or otherwise, as Rocky Shoes & Boots, Inc. may deem advisable under any international convention, treaty, or agreement or otherwise;

We authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any letters patent for the said inventions arising out of said application to Rocky Shoes & Boots, Inc., as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment;

We represent and warrant that there are no rights or interests outstanding inconsistent with the rights and interests granted herein; we covenant that we will not execute, grant, or transfer any rights or interests inconsistent herewith; we bind ourselves and our respective heirs,

executors, administrators and legal representatives to execute and deliver to Rocky Shoes & Boots, Inc., its successors and assigns, any further documents or instruments and to perform any and all further acts that may be deemed necessary to enable it, its successors and assigns to file the said applications for letters patent for the said invention in any country in which it may elect to file such applications, and to vest in Rocky Shoes & Boots, Inc., its successors and assigns, the title herein conveyed and intended to so be conveyed, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to Rocky Shoes & Boots, Inc., its successors and assigns; and we further covenant and agree, for ourselves and our respective executors, administrators and legal representatives, that we and they will, upon request, communicate to Rocky Shoes & Boots, Inc., its successors and assigns, any facts relating to the said invention and the history thereof, known to us or them and that we and they will testify as to the same in any interference or other litigation when requested to do so by Rocky Shoes & Boots, Inc., its successors and assigns.

IN TESTIMONY WHEREOF, we have hereunto set our hands on the day(s) indicated.

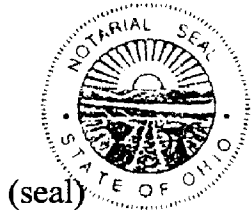

Denis Norton

STATE OF OHIO)

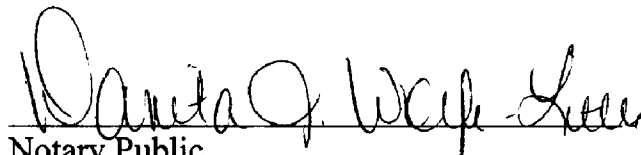
COUNTY OF ATHENS)

ss:

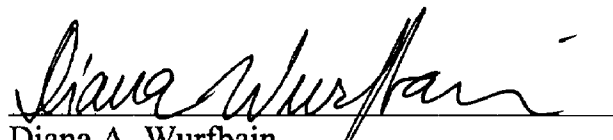
On this 8 day of Oct, 1998, before me personally appeared Denis Norton, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



DANITA J. WOLFE-LITTLE
Notary Public, State of Ohio
My Commission Expires
March 30, 2001


Notary Public

* * * * *


Diana A. Wurfbain

STATE OF OHIO)

COUNTY OF ATHENS)

ss:

On this 15 day of Oct, 1998, before me personally appeared Diana A. Wurfbain, who executed the foregoing instrument and who acknowledged to me that she executed the same of her own free will for the purpose therein set forth.

(seal)

Notary Public

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