

11-16-1998

Form PTO-1595

4174(CIP)



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HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS WASHINGTON, D.C. 20231

SIR: MRD 11-9-98

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY(IES) THEREOF.

1. NAME OF CONVEYING PARTY(IES)

Christopher D. Favreau
Duane J. Robinson
Rucky Zambrano

Additional name(s) of conveying party(ies) attached? No

2. NAME(S) AND ADDRESS(ES) OF RECEIVING PARTY(IES)

VIBRAM, S.p.A.
Via C. Colombo, 5
21041 Albizzate
Varese, ITALY

Additional name(s) of receiving party(ies) attached? No

3. NATURE OF CONVEYANCE

- X Assignment
Security Agreement
Merger
Change of Name
Other

Execution Date:

October 5, 1998; October 18, 1998; and November 2, 1998

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): 29/091,997 filed 08/11/98
B. Patent No(s):
C. Issue Batch No.:
D. Issue Date:

Additional numbers attached? No.

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE DIRECTED:

Arlene J. Powers
Samuels, Gauthier & Stevens LLP
225 Franklin Street, Suite 3300
Boston, Massachusetts 02110
(617) 426-9180, Extension 110

6. TOTAL NUMBER OF APPLICATIONS AND PATENTS INVOLVED: 1

7. TOTAL FEE DUE: \$40.00 (Enclosed)

If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Order Account noted in item 8.

8. DEPOSIT ACCOUNT NUMBER: 19-0079

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.

11/13/1998 DNGUYEN 00000039 29091997

01 FD:581 Arlene J. Powers 40.00 00 Signature Date 11/5/98

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

Date: 11-5-98 Marybeth Roy

ASSIGNMENT

Know all men by these presents that:

WHEREAS we, Christopher D. Favreau
228 North Main Street
North Brookfield, MA 01535 U.S.A.

and Duane J. Robinson
P.O. Box 814
Lake Shore Drive Extension
West Brookfield, MA 01585 U.S.A.

and Rucky Zambrano
Via Pallavicino, 31
1-20146, Milano ITALY

have made an invention for

**TREAD SURFACE AND PERIPHERY OF A
FOOTWEAR UNIT SOLE**

described in the application filed in the United States Patent Office on August 11, 1998 as serial number 29/091,997. This application is a continuation-in-part of U.S. Patent Application Serial No. 29/083,290, filed January 28, 1998, now abandoned.

WHEREAS VIBRAM, S.p.A., an Italian corporation, with a regular and established place of business at Via C. Columbo, 5, 21041 Albizzate, Varese, Italy, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

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NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

TO HAVE, HOLD AND ENJOY the said invention, the said application, and the said Letters Patent, to said

VIBRAM, S.p.A.

its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to, or for the said invention, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND we hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND we further covenant and agree that we will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to us relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND we hereby covenant for ourselves and our legal representatives that we have not hitherto assigned or granted any license to make, use or sell said invention, and that we will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates below.

Date

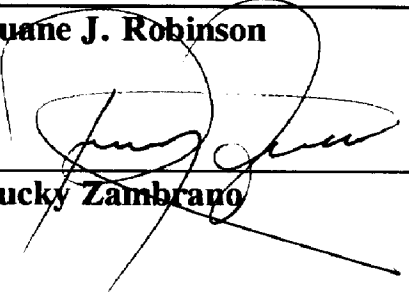
Christopher D. Favreau

Date

Duane J. Robinson

NOV. 2, 1998

Date



Rucky Zambrano