

11-20-1998

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT



100908540

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PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☐ New

☐ Resubmission (Non-Recordation)  
Document ID#

☒ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☒ Other

U.S. Government  
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 9614 FRAME: 0904

**Correspondent Name and Address**

Area Code and Telephone Number

312-368-2125

Name William T. Rifkin, Esq.

Address (line 1) Rudnick & Wolfe

Address (line 2) P.O. Box 64807

Address (line 3) Chicago, Illinois 60664-0807

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 13

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

4,638,576

5,313,717

5,611,152

5,430,961

4,783,910

5,220,737

5,444,926

5,497,564

5,379,533

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 11

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

440.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

ALREADY ENCLOSED IN ORIGINAL RECORDAL REQUEST

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

# 18.2284

Authorization to charge additional fees:

Yes



No



**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. Charges to deposit account are authorized, as indicated herein.

William T. Rifkin

Name of Person Signing

Signature

November 13, 1998

Date

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

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Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,363,570

5,575,088

10-30-1998



Tab settings → → → ▼

To the Honorable Commissi

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VER SHEET RECEIVED U.S. DEPARTMENT OF COMMERCE

ONLY

MAY 27 1997

Patent and Trademark Office

RECEIPT ACTING DIV

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CONVERSE, INC.

(A Delaware Corporation)

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 21, 1997

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

Name: BT COMMERCIAL CORPORATION

Address: 233 South Wacker Drive

Suite 8400

City: Chicago

State/Prov.: IL

Country: U.S.A.

ZIP: 60606-6501

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

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

Patent Application No.

Filing date

B. Patent No.(s)

4,638,576

4,783,910

5,379,533

5,430,961

5,497,564

5,363,570

5,444,926

5,611,152

5,575,088

5,313,717

5,220,737

Additional numbers

☐ Yes ☒ No

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

Name: William T. Rifkin, Esq.

Registration No. 26,501

Address: RUDNICK & WOLFE

203 N. LaSalle Street

Suite 1800

City: Chicago

State/Prov.: IL

Country: U.S.A.

ZIP: 60601

6. Total number of applications and patents involved:

11

7. Total fee (37 CFR 3.41):.....\$ 440.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

18-2284

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

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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 document.

William T. Rifkin, Esq.

Name of Person Signing

Signature

May 21, 1997

Date

8

Total number of pages including cover sheet, attachments, and

PATENT

REEL: 9614 FRAME: 0907

## PATENT SECURITY AGREEMENT

**THIS PATENT SECURITY AGREEMENT** (the "Agreement") is made and entered into as of May 21, 1997 between CONVERSE INC., a Delaware corporation ("Borrower"), and BT COMMERCIAL CORPORATION, a Delaware corporation, as agent (the "Agent") for the Lenders (as defined below) under the Credit Agreement (as defined below).

### **R E C I T A L S:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of May 21, 1997, by and among the Borrower, the Agent, as agent for itself and the other financial institutions party thereto (hereinafter together referred to as the "Lenders") (as amended or otherwise modified from time to time, the "Credit Agreement"), and other documents executed and delivered in connection therewith, the Lenders propose to make certain credit facilities available to the Borrower (the "Loans"); and

**WHEREAS**, as a condition to the Lenders making the Loans available to the Borrower, the Agent, as agent for itself and the other Lenders, has required that the Borrower execute that certain Security Agreement dated as of May 21, 1997, by and between the Borrower and the Agent (the "Security Agreement") in which the Borrower has, among other things, granted to the Agent a security interest in the Intellectual Property (as defined in the Security Agreement) including a security interest in the patents, patent applications for registered patents, and patent licenses (to the extent such patent licenses are not expressly prohibited from being assigned or pledged) listed on Schedule I attached hereto (the "Patent Collateral") to secure the payment of all amounts owing under the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Agent agree as follows:

1. Borrower hereby grants to the Agent for the benefit of the Agent and the Lenders a continuing security interest in (i) all of Borrower's right, title and interest in and to the Patent Collateral, (ii) the right (but not the obligation) to sue or bring like proceedings in the name of Borrower or in the name of the Agent for past, present and future infringements of the Patent Collateral and (iii) all rights (but not obligations) corresponding thereto in the United States and any foreign country. Borrower hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. Upon the occurrence of an Event of Default (as defined in the Credit Agreement), the Borrower shall, in connection with any disposition of collateral, execute and deliver to the Agent an Assignment of Patents and Patent Applications substantially in the form attached as Exhibit A hereto. If the Borrower fails to provide such document within ten days after it has been requested by the Agent, then the Agent may complete such document by exercise of a

power of attorney hereby granted by the Borrower. Such power of attorney is coupled with an interest and is irrevocable.

3. All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 13.5 of the Credit Agreement.

4. This Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Borrower and the Agent.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without giving effect to the conflicts of law principles thereof.

6. This Agreement is subject in all respects to the Security Agreement, the terms of which are incorporated herein by this reference.

7. The security interests created hereunder and under the Security Agreement in the Patent Collateral shall cease and be released in accordance with the terms of the Security Agreement and the Credit Agreement.

8. The terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the respective meanings provided for therein unless the context otherwise requires. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement shall control to the extent of such inconsistency.

IN WITNESS WHEREOF, Borrower and Agent have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CONVERSE INC.

By: Ronald J. Conacho  
Name: Ronald J. Conacho  
Title: Senior Vice President

Accepted and Agreed:

BT COMMERCIAL CORPORATION,  
as Agent

By: Wayne D. Hillode  
Name: Wayne D. Hillode  
Title: S. V. P.

**SCHEDULE I**

**PATENTS, PATENT APPLICATIONS  
AND PATENT LICENSES**

See attached.



## Converse Status Report -- May 19, 1997

COUNTRY	MARK / TITLE	CLASS	DOCKET	STATUS	TYPE	APPLN. NO.	APPLN. DATE	CURRENT REG. NO.	REG. DATE
Japan	Reactive Energy Fluid Filled Apparatus Providing Cushioning, Support, Stability and a Custom Fit to a Shoe		938688	Issued	Patent	5-204704	July 27, 1993	2,557,792	September 5, 1996
Korea, Rep. of	Fluid Filled Amusement or Attention Attracting Article for Attachment to Footwear		926922	Issued	Patent	22840/1992	November 30, 1992	113899	April 7, 1997
Korea, Rep. of	Reactive Energy Apparatus Providing a Custom Fit and Ankle Support in a Shoe Upper		926920	Issued	Patent	17482/1992	September 25, 1992	113901	April 7, 1997
Taiwan	Fluid Filled Amusement or Attention Attracting Article for Attachment to Footwear		926921	Issued	Patent	84211058	September 30, 1992	110,545	June 28, 1996
Taiwan	Reactive Energy Apparatus Providing a Custom Fit and Ankle Support in a Shoe Upper		926919	Issued	Patent	83218952	September 30, 1992	104567	January 11, 1996
Taiwan	Reactive Energy Fluid Filled Apparatus Providing Cushioning, Support, Stability and a Custom Fit to a Shoe		926923	Issued	Patent	84205807	September 30, 1992	106221	February 24, 1996
Taiwan	Reactive Energy Fluid Filled Apparatus Providing Cushioning, Support, Stability and a Custom Fit to a Shoe		938690	Issued	Patent	82110258	December 4, 1993	67,933	January 24, 1995
Taiwan	Shoe Sole Having Improved Lateral and Medial Stability		926915	Issued	Patent	81107729	September 30, 1992	71261	August 26, 1995
U.S.A.	Athletic Shoe With External Counter		2759	Issued	Patent	726508	October 15, 1982	4,638,576	January 27, 1987
U.S.A.	Casual Shoe		2774	Issued	Patent	879897	August 15, 1986	4,783,910	November 15, 1988
U.S.A.	Fluid Filled Amusement or Attention Attracting Article for Attachment to Footwear		916300	Issued	Patent	803024	December 6, 1991	5,379,533	January 10, 1995
U.S.A.	Hockerson-Halberstadt v. Converse		965419	Infring.	Patent	96-2912			January 3, 1997
U.S.A.	Reactive Energy Apparatus Providing a Custom Fit and Ankle Support in a Shoe Upper		916231	Issued	Patent	767075	September 27, 1991	5,430,961	July 11, 1995
U.S.A.	Reactive Energy Apparatus Providing Cushioning and a Custom Fit at the Instep Area of a Shoe Upper and the Forefoot Area of the Shoe Sole		949692	Issued	Patent	195489	February 14, 1994	5,444,926	August 29, 1995
U.S.A.	Reactive Energy Fluid Filled Apparatus Providing Cushioning, Support, Stability and a Custom Fit to a Shoe		916299	Issued	Patent	810844	December 20, 1991	5,313,717	May 24, 1994
U.S.A.	Rigid/Semi-Rigid Plastic Shoe Strap Construction		938406	Issued	Patent	86948	July 2, 1993	5,497,564	March 12, 1996
U.S.A.	Shoe Sole Construction Containing a Composite Plate (file wrapper continuation)		964760	Issued	Patent	650588	May 20, 1996	5,611,152	March 18, 1997
U.S.A.	Shoe Sole Having Improved Lateral and Medial Stability		916232	Issued	Patent	767108	September 27, 1991	5,220,737	June 22, 1993

# Converse Status Report -- May 19, 1997

Page 2

COUNTRY	MARK / TITLE	CLASS	DOCKET	STATUS	TYPE	APPLN. NO.	APPLN. DATE	CURRENT REG. NO.	REG. DATE
U.S.A.	Shoe Sole With a Cushioning Fluid Filled Bladder and a Clip Holding the Bladder and Providing Enhanced Lateral and Medial Stability		941396	Issued	Patent	254171	June 6, 1994	5,363,570	November 15, 1994
U.S.A.	Shoe Sole With Reactive Energy Fluid Filled Toroid Apparatus (file wrapper continuation of 767,132, Docket 916230)		952885	Issued	Patent	431627	May 1, 1995	5,575,088	November 19, 1996

## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

**PATENTS ONLY**

OMME  
mark 1

Tab settings → → → ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

**CONVERSE, INC.**  
(A Delaware Corporation)

Additional names(s) of conveying party(ies)

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☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

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Address: 233 South Wacker Drive

Suite 8400

City: Chicago

State/Prov.: IL

Country: U.S.A.

ZIP: 60606-6501

Additional name(s) & address(es)

☐ Yes ☒ No

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Patent Application No.

Filing date

B. Patent No.(s)

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Additional numbers

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

Name: William T. Rifkin, Esq.

Registration No. 26,501

Address: RUDNICK & WOLFE

203 N. LaSalle Street

Suite 1800

City: Chicago

State/Prov.: IL

Country: U.S.A.

ZIP: 60601

6. Total number of applications and patents involved:

**11**

7. Total fee (37 CFR 3.41):.....\$ 440.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

18-2284

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

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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.

William T. Rifkin, Esq.

Name of Person Signing

Signature

May 21, 1997

Date

**8**

Total number of pages including cover sheet, attachments, and



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

NOVEMBER 04, 1998

PTAS

RUDNICK & WOLFE  
WILLIAM T. RIFKIN, ESQ.  
203 N. LASALLE STREET, SUITE 1800  
CHICAGO, IL 60601



\*100804315A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF DISPOSITION OF DATABASE DISCREPANCY**

YOUR REQUEST TO CORRECT THE PATENT AND TRADEMARK ASSIGNMENT DATABASE SYSTEM HAS BEEN REVIEWED BY A PARALEGAL SPECIALIST OF THE ASSIGNMENT DIVISION. REVIEW OF THE MICROFILM RECORD LOCATED IN THE ASSIGNMENT SEARCH ROOM INDICATES THAT THE DATABASE REFLECTS THE DATA AS ORIGINALLY PRESENTED FOR RECORDATION. THEREFORE, TO CORRECT A PREVIOUSLY RECORDED DOCUMENT, A CORRECTIVE DOCUMENT MUST BE SUBMITTED AS OUTLINED IN 37 CFR 3.34.

SUBMIT CORRECTIVE DOCUMENT TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D. C. 20231.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

REFERENCE: REEL/FRAME: 8535/0157

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**RECORDED: 11/17/1998**

**PATENT  
REEL: 9614 FRAME: 0916**