FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

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11-20-1998



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

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RECORDA	ITION FORM COVER SHEET
MLD 11-17-98	PATENTS ONLY
TO: The Commissioner of Patents and Trademarks	s: Please record the attached original document(s) or copy(ies).
Submission Type	Conveyance Type
New	Assignment Security Agreement
Resubmission (Non-Recordation) Document ID#	License Change of Name
Correction of PTO Error Reel # 8535 Frame # 0157	Merger J Other correction
Corrective Document Reel # Frame #	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) Converse Inc.	05/21/1997
Name (line 2)	Execution Date
Second Party Name (line 1)	Month Day Year
Name (line 2)	
Receiving Party	Mark if additional names of receiving parties attached
Name (line 1) BT Commercial Corporation	If document to be recorded is an assignment and the receiving party is not
Name (line 2)	domiciled in the United States, an appointment of a domestic
Address (line 1) 233 South Wacker Drive, Suite 8400	representative is attached. (Designation must be a

Domestic Representative Name and Address Enter for the first Receiving Party only.

IL

City

Name Address (line 1)

State/Country

Address (line 2)

Address (line 3)

Address (line 4)

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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**

Assignment.)

60606

Zip Code

FORM	PTO-1619F
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U.S. Department of Commerce

Expires 06/30/99 OMB 0651-0027	Page 2	Patent and Trademark Office PATENT
Correspondent Name and Address	Area Code and Telephor	ne 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 including any attachments	ages of the attached conveya	ance document # 13
Application Number(s) or Patent Nu	ımber(s)	Mark if additional numbers attached
Enter either the Patent Application Number or the Patent Application Number(s)	e Patent Number (DO NOT ENTER E	BOTH numbers for the same property). Patent Number(s)
	4,638,576	5,313,717 5,611,152
	5,430,961	1 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 Pawas	atent Application, enter the date the	e patent application Month Day Year
Patent Cooperation Treaty (PCT)	PCT	ст
Enter PCT application number only if a U.S. Application Number has not been assigned.		CT PCT
Number of Properties	al number of properties invo	lved. # 11
Fee Amount Fee Amou	nt for Properties Listed (37 C	CFR 3.41): \$ 440.00
Method of Payment: End Deposit Account (Enter for payment by deposit account or if a	additional fees can be charged to the Deposit Account Number:	ORIGINAL RECORDAL REQUEST
Statement and Signature	Authorization to charge addit	ional fees: Yes 🗸 No 📗
Statement and Signature		
To the best of my knowledge and in attached copy is a true copy of the indicated herein.		tion is true and correct and any as to deposit account are authorized, as
William T. Rifkin	100	November 13, 1998
Name of Person Signing	Signature	Date

FORM PTO-1619C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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

Conveying P	arty(ies) Mark if additional names of conveying parties at	Execution Date Month Day Year
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Name (line 2)		Execution Date Month Day Year
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Receiving Pa	rty Mark if additional names of receiv	ing parties attached
Name (line 1)		If document to be recorded is an assignment and the receiving party is not
Name (line 2)		domiciled in the United States, an appointment of a domestic
Address (line 1)		representative is attached. (Designation must be a separate document from
Address (line 2)		Assignment.)
Address (line 3)	City State/Country Zip Code	
Name (line 1)		If document to be recorded is an assignment and the
Name (line 2)	·	receiving party is not domiciled in the United States, an appointment of a domestic
Address (line 1)		representative is attached. (Designation must be a separate document from Assignment.)
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Address (line 3)	City State/Country Zip Code	
Application N	lumber(s) or Patent Number(s) Mark if additional n	umbers attached
	Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same	property).
Pate	ent Application Number(s) Patent Number	(s)
	5,363,570	
	5,575,088	

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To the Honorable Commission		<u>10080431</u> 5	100010 010	attached original do	differito of copy thereor.
Name of conveying party(ies):			2. Name and ad	dress of receiving pa	arty(ies):
CONVERSE, INC. (A Delaware Corporation)			Name: RT C	OMMERCIAL COR	PORATION
(A Delaware Corporation)					
			Address: 233	South Wacker Driv	<u>'e</u>
Additional names(s) of conveying party	r(ies)	🗌 Yes 🔀 No	Su	ite 8400	
3. Nature of conveyance:	· · · · · · · · · · · · · · · · · · ·				
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☐ Assignment		Merger			
		Change of Name	City: Chicago		_ State/Prov.: IL
Other			Country: U.S.	.A.	ZIP: 60606-6501
Execution Date: May 21, 1997			Additional name(s)	& address(es)	□ Yes ⊠ No
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4. Application number(s) or regis					
If this document is being filed	together	with a new application	the execution date	te of the application	is:
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			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	
Name and address of party to concerning document should			6. Total number	of applications and	patents involved: 11
Name: William T. Rifkin, Es	g		7. Total fee (37	CFR 3.41):	\$ 440 00
Registration No. 26,501					440.00
Address: RUDNICK & WOI	_FE		☑ Enclosed		
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Suite 1800					
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William T. Rifkin, Esq.			Simple		-
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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).

RECITALS:

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

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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.

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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.

Accepted and Agreed:

BT COMMERCIAL CORPORATION, as Agent

Name:

Title:

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SCHEDULE I

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

See attached.

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	Conve	Converse Status Report May 19, 199	port M	ay 19, 19	\ R			- - -
COUNTRY	MARK / TITLE CLASS	S 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	penssi	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	penssi	Patent	22840/1992		113899	April 7, 1997
Korea, Rep. of	Reactive Energy Apparatus Providing a Custom Fit and Ankle Support in a Shoe Upper	926920	penssi	Patent	17482/1992	September 25, 1992	113901	April 7, 1997
Taiwan	Fluid Filled Amusement or Attention Attracting Article for Attachment to Footwear	926921	penssi	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	lssued	Patent	84265807	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	penssi	Patent	82110258	December 4, 1993	67,933	January 24, 1995
Taiwan	Shoe Sole Having Improved Lateral and Medial Stability	926915	lssued	Patent	81107729	September 30, 1992	71261	August 26, 1995
4211	Athletic Shoe With External Counter	2759	penssi	Patent	726508	October 15, 1982	4,638,576	January 27, 1987
V.5.0	Casual Shoe	2774	penss	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	penssi	Patent	803024	December 6, 1991	5,379,533	January 10, 1995
. 4011	Hoveron-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	penssi	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	penssi	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	penssi	Patent	810844	December 20, 1991	5,313,717	May 24, 1994
ASII	Rioid/Semi-Rioid 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	964760	lssued	Patent	650588	May 20, 1996	5,611,152	March 18, 1997
USA	Shoe Sole Having Improved Lateral and Medial Stability	916232	penssi	Patent	767108	September 27, 1991	5,220,737	June 22, 1993
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COUNTRY	MARK / TITLE	CLASS	DOCKET	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	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	penssi	Patent	431627	Мау 1, 1995	5,575,088	November 19, 1996

EXHIBIT A

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

In consideration of good and valuable conside	eration, the sufficiency and receipt of which
are hereby acknowledged,	(the "Borrower"), a corporation
are hereby acknowledged, organized under the laws of the state of	, having an office at
	, hereby sells, assigns, transfers and
sets over unto	
a corporation organized under the laws of the State	of having an office at
	, (the "Assignee"), the entire right,
title, and interest in and to the Patents and Patent A	
hereto, in and for the United States, the same to be	
successors, assigns, or other legal representatives, t	
Patents therefor may be granted, as fully and entire	
enjoyed by the Borrower if this assignment had not	
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assurance of title to said Patents and Patent Application or other legal representatives, and, upon the request oaths and do all lawful acts requisite for procuring further compensation, its successors, assigns, or other than the Commissioner of Patents and Tradental Commissioner of Patents and Commissioner of Pa	st of said Assignee, will make all rightful g the same or for aiding therein, without her legal representatives. marks is hereby authorized and requested to
issue any and all Patents, and Patents emanating from	Name of Corporate Assignor]
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State of) ss County of)	Name of Corporate Assignor] By: Name Title
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FORM PTO-155J (Modified) (Rev 5-93) OMB No. 0651-0011 (exp.4/94) Copyright 1996 Legalsoft P08A/REVC1

RECORDATION FORM COVER SHEET

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To the Honorable Comr	nissioner of Pa	tents and Tr	ademarks:	Please record th	e attached origina	al documents	ог сору
1. Name of conveying par CONVERSE, INC.	ty(ies):			2. Name and a	address of receiving	ng party(ies):	
(A Delaware Corporation	on)			Name: BT	COMMERCIAL	CORPORATIO	NC
				Address: 2	33 South Wacker	Drive	
Additional names(s) of convey	ring party(ies)	☐ Yes	⊠ No	s	Suite 8400		
3. Nature of conveyance:							
☐ Assignment	۵	Merger					
Security Agreement		Change of	Name	City: Chicag	go	State/Pi	rov.: IL
Other				Country: <u>U.</u>	S.A.	ZIP: <u>60</u>	606-6501
Execution Date: May 21	, 1997			Additional name((s) & address(es)	☐ Yes	\$ ⊠ No
4. Application number(s)	or registration r	numbers(s):					
If this document is being	ng filed together	with a new	application,	the execution d	late of the applica	ntion is:	
Patent Application No.	Filing	date		B. Pat	tent No.(s)		
				4,638,576	4,783,91	10 5	5,379,533
				5,430,961	5,497,50		5,363,570
				5,444,926 5,313,717	5,611,15 5,220,73		5,575,088
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		Additio	nal numbers	Yes [83 No		
5. Name and address of concerning documents	•		nce	6. Total numb	er of applications	and patents in	nvolved: 11
Name: William T. Rif	kin, Esq.			7. Total fee (3	7 CFR-3.41):	\$ 440	1.00
Registration No. 26,4	501			,	·	440	
Address: RUDNICK	& WOLFE			⊠ Enclose	ed		
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				8. Deposit acc	count number:		
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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



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

RECORDED: 11/17/1998

DOROTHY RILEY, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS