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To the Honorable Commissioner of Patents

100984681

d original documents or copy thereof.

1. Name of conveying party(ies):

James B. Sullivan

Additional name(s) of conveying party(ies) attached?

() Yes (✓) No

3-12-99

3. Nature of conveyance:

(✓) Assignment () Merger
() Security Agreement () Change of Name
() Other

Execution Date: February 17, 1999

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

Name: Spenco Medical Corporation

Internal Address:

Street Address: 6301 Imperial Dr.

City: Waco State: TX ZIP: 76712

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)

EXPRESS MAIL NO. EL081813815US
DATE OF DEPOSIT March 11, 1999I hereby certify that this correspondence is being deposited with the United States Postal Service
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Name of DepositorSignature
March 11, 1999
Date of Signature

B. Patent No.(s)

4,627,178 4,674,204
4,694,589 4,581,187
4,910,886

Additional numbers attached? () Yes (✓) No

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

Name: David L. Hitchcock

Internal Address: Sidley & Austin

Street Address: 717 N. Harwood, Suite 3400

City: Dallas State: Texas ZIP: 75201

6. Total Number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$200.00

(✓) Enclosed

() Authorized to be charged to 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.

David L. Hitchcock
Name of Person Signing
SignatureMarch 11, 1999
Date

Total number of pages comprising cover sheet 4

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EXHIBIT B

ASSIGNMENT

WHEREAS, James B. Sullivan, residing at _____ (hereinafter referred to as "Sullivan") wishes to convey to Spenco Medical Corporation (hereinafter referred to as "Spenco") all his present and future right, title and interest in the following patents:

U.S. Patent No. 4,627,178 entitled "Molded Shoe Innersole," issued December 9, 1986;

U.S. Patent No. 4,674,204 entitled "Shock Absorbing Innersole and Method for Preparing Same," issued June 23, 1987;

U.S. Patent No. 4,694,589 entitled "Elastomeric Shoe Innersole," issued September 22, 1987;

U.S. Patent No. 4,581,187 entitled "Method of Manufacturing a Molded Composite Elastomeric Foam Sheet Innersole," issued April 8, 1986; and,

U.S. Patent No. 4,910,886 entitled "Shock-Absorbing Innersole," issued March 27, 1990 and its Reexamination Certificate B1 4,910,886;

as well as continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions thereof.

WHEREAS, Spenco Medical Corporation, a corporation of the State of Texas, having a principal place of business at 6301 Imperial Drive, Waco, Texas (hereinafter referred to as "Spenco"), is desirous of acquiring all of Sullivan's present and hereafter acquired right, title and interest in and to the above-listed patents and inventions relating thereto as well as the right to collect damages for past and future infringement of said patents;

NOW, THEREFORE in consideration of obligations set forth in the Settlement Agreement between the parties and other good and valuable consideration, the receipt and sufficiency of which

is hereby acknowledged, Sullivan does hereby sell, assign and transfer unto Spenco, all of Sullivan's right, title and interest in and to said patents and in and to all patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to any of the applications underlying said patents; together with the assignment of all rights of recovery for past infringement of said patents.

Sullivan hereby further agrees that he will cooperate with Spenco to execute all papers, applications and documents and to generally do everything to convey all his right, title and interest to Spenco and to aid Spenco, its successors, assigns and legal representatives to obtain recordation of such conveyance.


JAMES B. SULLIVAN

State of Massachusetts }

County of Barnstable }

Before me, Theresa M. Richards, Notary Public, on this day
Name of Notary Public

personally appeared James B. Sullivan,
Name of Signer

☐ known to me _____
Name of Notary Public

☐ proved to me on the oath of _____
Name of Credible Witness

☒ proved to me through mass drivers lic.
Description of Identity Card or Document

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of February, A.D., 1999.
Day Month Year

NOTARY SEAL

Theresa M. Richards

Signature of Notary Public

THERESA M. RICHARDS

NOTARY PUBLIC

MY COMMISSION EXPIRES MAR. 30, 2001