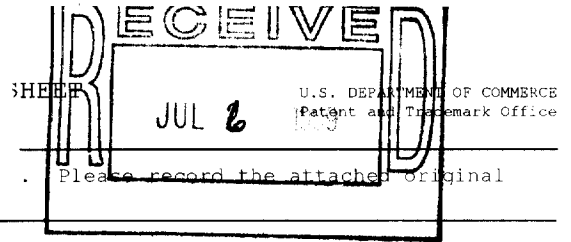


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07-07-1999



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To the Honorable Assistant Com documents or copy thereof.

Please record the attached original

1. Name of conveying party(ies):  
EDWARD C. MCKINNEY  
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies):  
Name: THE SHARPER IMAGE  
Internal Address:

3. Nature of Conveyance:  
[X] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other  
Execution Date: October 1, 1998

Street Address: 650 DAVIS  
City: SAN FRANCISCO, CALIFORNIA  
Country USA Zip: 94111  
Additional name(s) & address(es) attached? [ ] Yes [X] 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)  
29/094,479  
Additional numbers attached? [ ] Yes [X] No

B. Patent No. (s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: CHUCK TAYLOR  
Internal Address:  
Street Address: 650 DAVIS STREET  
City: SAN FRANCISCO  
State: CA Zip: 94111

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41):.....\$40.00  
[X] Enclosed  
[ ] Authorized to be charged to deposit account  
8. Deposit account number:  
Please debit any underpayment or credit any overpayment to the above deposit account.  
Our Order No.

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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.  
CHUCK TAYLOR *Chuck Taylor* JUNE 30, 1999  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments and document: [ 3 ]

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40.00 OP

File No. SI-616

Rev. 8/93 (39811)

## ASSIGNMENT

WHEREAS, the undersigned, EDWARD C. McKINNEY (hereinafter termed "Inventor"), resident of San Rafael, County of Marin, State of California, has invented certain new and useful improvements in

### SHOE INSOLES (SI-616)

and has executed concurrently herewith an application for a United States design patent disclosing and identifying the invention; and

WHEREAS, THE SHARPER IMAGE, a corporation of the State of Delaware, having a place of business at 650 Davis Street, San Francisco, State of California (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and

foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 1<sup>st</sup> day of OCTOBER, 1998.

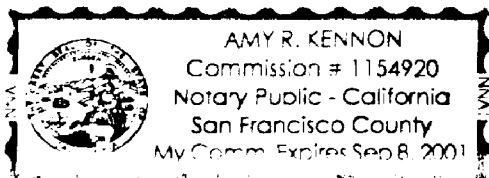
Edward C. McKinney  
Edward C. McKinney

County of San Francisco )  
) ss.  
State of California )

On this 1<sup>st</sup> day of October, in the year 1998, before me Amy R Kennon, Notary Public of the State of California, personally appeared EDWARD C. McKINNEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)



Amy R Kennon