
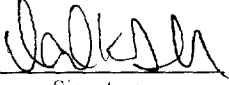


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| Form PTO-1595 6-93 | |  | | U.S. Department of Commerce Patent and Trademark Office | |
| 101268118 | | | | | |
| To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. | | | | | |
| 1. Name of conveying party(ies): 1) Frantz CADET Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | | 2. Name and address of receiving party(ies): Name: Reebok International Ltd. JAN 31 Street Address: 100 Technology Center Drive City: Stoughton State: MA Zip Code: 02072 Country: United States Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | |
| 3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date(s): January 18, 2000. | | | | | |
| 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). 29/107,939 | | | B. Patent No(s). | | |
| Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sterne, Kessler, Goldstein & Fox P.L.L.C. Internal Address: c/o David K. S. Cornwell Street Address: 1100 New York Ave., N.W. Suite 600 City: Washington State: D.C. Zip Code: 20005-3934 | | | 6. Total number of applications and patents involved <u>1</u> 7. Total fee (37 C.F.R. § 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account | | |
| | | | 8. Deposit Account Number: 19-0036 | | |
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| 9. Statement and signature. <i>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.</i> | | | | | |
| <u>David K. S. Cornwell</u> Name of Person Signing Registration No. 31,944 | |  Signature | | <u>1-31-00</u> Date | |
| Total number of pages including cover sheet, attachments and document 3 | | | | | |
| OMB NO. 0651-0011 (exp. 4/94) | | | | | |
| Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231 | | | | | |

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ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor: **Frantz Cadet**, the undersigned inventor(s) hereby sell(s) and assign(s) to **Reebok International Ltd., 100 Technology Center Drive, Stoughton, MA 02072** (the Assignee) his/her entire right, title and interest, including the right to sue for and collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as **Shoe Upper** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on _____ (also known as United States Application No. **29/107,939**, filed **July 19, 1999**), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl,

Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; and Steven R. Ludwig, Registration No. 36,203, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

I, Frantz Cadet, hereby acknowledge on behalf of BBC that the above executed assignment is effective to assign all rights to Reebok of the subject matter identified in this Assignment. To the extent that a separate assignment from BBC to Reebok is necessary to perfect ownership by Reebok of the subject matter of the above assignment, BBC hereby assigns any rights it may have in the subject matter of the above assignment to Reebok to the same extent as described in the the above assignment. I am authorized to act on BBC's behalf and to bind BBC.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date:

✓ 1/18/00

Signature of Inventor:

Frantz CADET