

07-24-2000



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d Trademarks:
or copy thereof

jc857 U.S. PTO
09/612798

07/10/00

1. Name of Conveying Party(ies):
Brian Graham
Arthur Manoli II

2. Name and address of receiving party(ies)

Name: Brian Graham

Street Address: 341 Elizabeth Lake Road

City: Pontiac State: MI Zip: 48341

Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

☒ Assignment Merger

Security Agt. Change of Name

Other

Name: Arthur Manoli II

Street: 37 Pine Gate Drive

City: Bloomfield Hills State: MI Zip: 48304

Additional name(s) & address(es) attached: Yes ☒ No

Execution Date: June 23, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date is: July 10, 2000

A. Patent Application No.(s)

B. Patent No(s).

Additional numbers attached: Yes ☒ No

09612798

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

Name: Andrew R. Basile

Internal Address: YOUNG & BASILE

Suite 624

Street Address: 3001 West Big Beaver

City: Troy State: MI Zip: 48084-3107

6. Total no. of applications and patents involved 1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

25-0115

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

DO NOT USE THIS SPACE

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.*

Darlene P. Condra

Darlene P Condra

July 10, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and documents: 3

ASSIGNMENT

WHEREAS, we, Brian Graham and Arthur Manoli, II, residing at 341 Elizabeth Lake Road, Pontiac, Michigan 48341, and 37 Pine Gate Drive, Bloomfield Hills, Michigan 48304, respectively, have invented certain new and useful improvements in a

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for which we are about to make application for Letters Patent of the United States of America; and

WHEREAS, we are desirous of re-arranging our respective interests in the application as set forth below.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, we, by these presents do hereby sell, assign and transfer unto each other all right, title and interest in the United States of America and all foreign countries, including rights of priority, in and to the invention described in the patent application executed by ourselves on the 7 day of July, 2000, and hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, as soon as it is known, Serial No. , filed , 2000, and to any divisions or continuations of the application, and all patents, United States and foreign, granted upon any such applications or for the invention described therein, and any reexaminations, reissues or extensions of said patents, as follows:

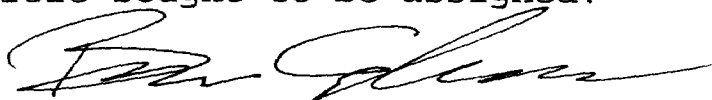
80% of the undivided interest in and to said patent application to Arthur Manoli, II; and

20% of the undivided interest in and to said patent application to Brian Graham.

The parties hereto authorize and request the Commissioner of Patents and Trademarks to issue all patents on United States applications relating to the subject invention to Brian Graham and Arthur Manoli, II in agreement with the terms of this assignment, it being understood that this assignment shall bind and inure to the benefit of the assigns and legal representatives of our respective estates; providing, however, it is agreed that all royalties or other income whatsoever received from the licensing or sale of the patent application or the invention described therein assigned hereunder shall be divided with 80% of such income being paid to Arthur Manoli, II and 20% being paid to Brian Graham; provided further, however, that neither party to this agreement shall license or assign his interest in the patent application or resulting patent without the written consent of the other party, which consent will not be

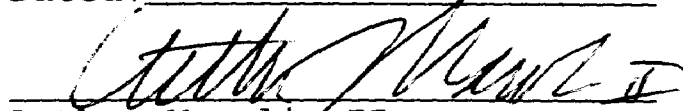
unreasonably withheld. The amount of income to be received from the licensing or sale of such patent application or invention may not be the basis for withholding consent.

FOR SAID CONSIDERATIONS we hereby covenant and agree that we are the owners of the full title herein assigned and have the right to assign the same, and agree that we will communicate to each other or our legal representatives, any facts known to us respecting said invention or inventions and testify in any legal proceedings relating thereto when called upon, and will sign all instruments and documents and render such assistance as is necessary to vest and protect the legal title sought to be assigned.



Brian Graham

Dated: 6-23-00



Arthur Manoli, II

Dated: 6-23-00

After recordation, please return the assignment to:

Andrew R. Basile
Young & Basile, P.C.
3001 West Big Beaver, Suite 624
Troy, Michigan 48084-3107