

PATENT

101456144
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TO: Commissioner of Patents and Trademarks: Please		
Submission Type	Conveyance Type	
New	Assignment Security Agreement	
Resubmission (Non-Recordation) (. []	☐ License ☐ Change of Name	
Document ID#:	☐ Merger ☐ Other ☐	
Correction of PTO Error	U.S. Government	
Reel #: Frame # Corrective Document	(For use ONLY by U.S. Government Agencies)	
Reel #: Frame #	☐ Departmental File ☐ Secret File	
Conveying Party(ies)	rk if additional names of conveying parties attached Execution Date	
Name Ciro Fusco	Month Day Year 06/05/2000	
Name Armin Böhm	06/02/2000	
Name		
Name		
Name		
Receiving Party	Mark if additional names of receiving parties attached	
Name (line 1) adidas International B.V.	☐ If document to be recorded	
Name (iii - 0)	is an assignment and the receiving party is not	
Name (line 2)	domiciled in the United	
Address (line 1) Olympic Plaza	States, an appointment of a	
	domestic representative is	
Address (line 2) Fred Roeskestraat 123	attached. (Designation must be a separate document from	
Address (line 3) Amsterdam The Netherla		
City State/Country	Zip Code	
Domestic Representative Name and Address Enter Name Testa, Hurwitz & Thibeault, LLP	for the first Receiving Party only.	
Address (line 1) High Street Tower		
Address (line 2) 125 High Street		
Address (line 3)		
Address (line 4) Boston, MA 02110		
09/13/2000 NTHAI1 00000420 09513048 FOR OFFICE USE ONLY		
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Mail documents to be recorded with required cover sheet(s) information to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

	Page 2	PATENT		
Correspondent Name and Address				
Area Code and Telephone Number (617) 248-7000				
Name Patent Administrato	ıΓ			
Address (line 1) Testa, Hurwitz & Tr	nibeault, LLP			
Address (line 2) High Street Tower				
Address (line 3) 125 High Street				
Address (line 4) Boston, MA 02110				
Pages Enter the total number of pages	ages of the attached conveyance document			
including any attachments.		4		
Application Number(s) or Patent Numb Enter either the Patent Application Num	er(s)	rk if additional numbers attached numbers for the same property).		
Patent Application Number	r(s) Paten	nt Number(s)		
09/513,048				
Patent Cooperation Treaty (PCT)				
Enter PCT application number only if a U.S. Application Number	PCT PCT	PCT		
has not been assigned.	PCT PCT	PCT		
Number of Properties	Enter the total number of properties involve	ed. # 1		
Fee Amount F	ee Amount for Properties Listed (37 CFR 3.4	11): \$ 40.00		
Method of Payment: Enclose	d ⊠ Deposit Accou	unt 🗌		
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account)				
	Deposit Account Numl			
Statement and Signature	Authorization to charge additional for	ees: Yes 🛛 No 🗌		
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. Charges to deposit account are authorized, as indicated herein.				
Mi K. Kim, 44,830	118/2	8/7/00		
Name of Person Signing	Signature	Date		

MKIM\257\35.1019111_1

ASSIGNMENT

WHEREAS, We, Ciro Fusco and Armin Böhm have invented one or more improvements in:

Full Body Swimsuit

described in an	application (or provisional application) for Letters Patent of the United States:	
herewith and al	identified by Attorney Docket No. ADI-056, and/or executed by us of even date bout to be filed in the United States Patent Office;	
\boxtimes	Serial No. 09/513,048 the United States Patent Office on February 24, 2000; and	
WHEREAS, adidas International B.V. (hereinafter "ASSIGNEE"), a Dutch corporation organized and existing under the laws of The Netherlands, and having a usual place of business at		

organized and existing under the laws of The Netherlands, and having a usual place of business at Olympic Plaza, Fred Roeskestraat 123, 1076 EE Amsterdam, The Netherlands desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application of such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or

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Joint Assignment Page 2

continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:	Fun	
	Ciro Fusco	
{State of: O {County of: i	oxegon ; multromah }	erte .
June,	oscribed and sworn to before me, by the above-named Ciro Fuse_, 2000.	co this <u>5</u> day of
U	OFFICIAL SEAL HOLLY ANN BURKE NOTARY PUBLIC-OREGON COMMISSION NO. 322194 MY COMMISSION EXPIRES MAR! 31! 2003 MY COMMISSION EXPIRES MAR! 31! 2003 MY COMMISSION EXPIRES MAR! 31! 2003	4 Bruke 3/31/2003
Inventor:		
	Armin Böhm	
{State of: {County of:	f: }	
	bscribed and sworn to before me, by the above-named Armin Bo_, 2000.	öhm this day of
	Witness:	

MKIM257/P03438.991057-1

ASSIGNMENT

WHEREAS, We, Ciro Fusco and Armin Böhm have invented one or more improvements in:

Full Body Swimsuit

described in an application (or provisional application) for Letters Patent of the United States:		
herewith and a	identified by Attorney Docket No. ADI-056, and/or executed by us of even date about to be filed in the United States Patent Office;	
\boxtimes	Serial No. 09/513,048 the United States Patent Office on February 24, 2000; and	
WHEREAS, adidas International B.V. (hereinafter "ASSIGNEE"), a Dutch corporation organized and existing under the laws of The Netherlands, and having a usual place of business at		

organized and existing under the laws of The Netherlands, and having a usual place of business at Olympic Plaza, Fred Roeskestraat 123, 1076 EE Amsterdam, The Netherlands desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application of such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or

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Joint Assignment Page 2

continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:		
	Ciro Fusco	
{State of: {County of:	}	
Subs	scribed and sworn to before me, by the a	bove-named Ciro Fusco this day of
		ry Public Commission Expires:
Inventor:	Armin Böhm	
{State of: {County of:	}	
Subs	scribed and sworn to before me, by the al	pove-named Armin Böhm this 选 day of
	Witne	573

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RECORDED: 08/11/2000

PATENT REEL: 011055 FRAME: 0072