

FORM PTO-1619A  
Expires 08/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

## RECORDATION FORM COVER SHEET PATENTS ONLY

**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

### Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID#
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

### Conveyance Type

- ☐ Assignment ☒ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**  
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

### Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year  
012201

### Second Party

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

### Receiving Party

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Name (line 1)

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Address (line 1)

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Address (line 3)

City State/Country Zip Code

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### Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
**PATENT**

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REEL: 011306 FRAME: 0643

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Expires 06/30/99  
OMB 0651-0027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****Correspondent Name and Address**

Area Code and Telephone Number 212-735-3000

Name Amy C. White

Address (line 1) Skadden, Arps, Slate, Meagher &amp; Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, New York 10036

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 16

**Application Number(s) or Patent Number(s)**☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

09511921

**Patent Number(s)**

D290541

D290543

D290782

D290781

4616432

D290542

D299584

D302351

D301181

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

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PCT

**Number of Properties**

Enter the total number of properties involved.

# 30

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 1200

Method of Payment:  
Deposit AccountEnclosed ☐Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 19-2385

Authorization to charge additional fees:

Yes

☒

No

☐**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. Charges to deposit account are authorized, as indicated herein.

Amy C. White



2/6/01

Name of Person Signing

Signature

Date

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Expires 06/30/99  
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# RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

U.S. Department of Commerce  
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PATENT

## Conveying Party(ies)

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Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		Execution Date Month Day Year
Name (line 2)		

## Receiving Party(ies)

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Enter additional Receiving Party(ies)

Name (line 1)		<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)	
Name (line 2)			
Address (line 1)			
Address (line 2)			
Address (line 3)	City	State/Country	Zip Code
Name (line 1)		<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)	
Name (line 2)			
Address (line 1)			
Address (line 2)			
Address (line 3)	City	State/Country	Zip Code

## Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
			4926569	D326557	4989350
			5175947	5242772	4638576
			5575088	5220737	5430961
			5379533	5313717	5444926
			5839209	5611152	5930918

FORM PTO-1619C  
Expires 06/30/99  
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CONTINUATION  
PATENTS ONLYU.S. Department of Commerce  
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## Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

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Execution Date  
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Month Day Year

## Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)


## Patent Number(s)

5852887	5951935	5945911
6023857	5881478	

## **POSTPETITION PATENT SECURITY AGREEMENT**

**THIS POSTPETITION PATENT SECURITY AGREEMENT** (as amended, supplemented, or otherwise modified from time to time, the "Agreement") is made and entered into as of January 22, 2001 between CONVERSE INC., a Delaware corporation and debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code ("Borrower"), and BANKERS TRUST COMPANY, a Delaware corporation, as agent (the "Agent") for the Lenders (as defined below) under the Credit Agreement (as defined below).

### **RECITALS:**

**WHEREAS**, on January 22, 2001 (the "Filing Date"), the Borrower filed a voluntary petition with the Bankruptcy Court initiating the Case and has continued in the possession of its assets and in the management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

**WHEREAS**, an immediate and on-going need exists for the Borrower to continue to obtain additional funds in order to continue the operation of its business as debtor in possession under chapter 11 of the Bankruptcy Code, and accordingly the Borrower, the Lenders and the Agent have entered into that certain Postpetition Credit Agreement dated as of January 22, 2001 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") and into the Credit Documents executed and delivered in connection therewith (together with the Credit Agreement, the "Postpetition Credit Documents").

**WHEREAS**, the Borrower has applied to the Lenders for a revolving credit, letter of credit and acceptance facility in an aggregate principal amount not to exceed \$68,785,306.

**WHEREAS**, the Lenders are willing to continue to provide the requested financial accommodations to the Borrower under the Credit Documents upon the condition, among others, that the Borrower enter into this Agreement.

**WHEREAS**, pursuant to the Credit Agreement and the Postpetition Credit documents executed and delivered in connection therewith, the Lenders propose to make certain credit facilities available to the Borrower (the "Loans"); and

**WHEREAS**, as a condition to the Lenders making the Loans available to the Borrower, the Agent, as agent for itself and the other Lenders, has required that the Borrower execute that certain Postpetition Security Agreement dated as of January 22, 2001, by and

between the Borrower and the Agent (the "Security Agreement") in which the Borrower has, among other things, granted to the Agent a security interest in the Intellectual Property (as defined in the Security Agreement) including a security interest in the patents and patent applications for patents listed on Schedule I attached hereto (collectively, the "Patent Collateral"), to secure the payment of all amounts owing under the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Agent agree as follows:

1. Borrower hereby grants to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of Borrower's right, title and interest in and to the Patent Collateral whether now owned or hereafter acquired, including all income, royalties, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringement and rights to royalties under licenses of and consents relating to any of the foregoing, and all rights (but not obligations) corresponding thereto in the United States and any foreign country. Borrower hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
2. Upon the occurrence of an Event of Default (as defined in the Credit Agreement), the Borrower shall, in connection with any disposition of collateral, execute and deliver to the Agent an Assignment of Patents and Patent Applications substantially in the form attached as Exhibit A hereto. If the Borrower fails to provide such document within ten days after it has been requested by the Agent, then the Agent may complete such document by exercise of a power of attorney hereby granted by the Borrower. Such power of attorney is coupled with an interest and is irrevocable.
3. All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 13.5 of the Credit Agreement.
4. This Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Borrower and the Agent.
5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

6. This Agreement is subject in all respects to the Security Agreement, the terms of which are incorporated herein by this reference.

7. The security interests created hereunder and under the Security Agreement in the Patent Collateral shall cease and be released in accordance with the terms of the Security Agreement and the Credit Agreement.

8. The terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the respective meanings provided for therein unless the context otherwise requires. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement shall control to the extent of such inconsistency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower and the Agent hereto have caused this Agreement to be executed as of the day and year first above written.

CONVERSE INC.,  
as Debtor and Debtor-in-Possession

By: James E. Faulkner  
Name: James E. Faulkner  
Title: Assistant Treasurer

Accepted and Agreed:

BANKERS TRUST COMPANY,  
as agent

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, Borrower and Agent have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**CONVERSE INC.,**  
as Debtor and Debtor-in-Possession

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**BANKERS TRUST COMPANY,**  
as Agent

By:  \_\_\_\_\_  
Name: Frank Fazio  
Title: Director

**EXHIBIT A****ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

In consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, \_\_\_\_\_ (the "Borrower"), a corporation organized under the laws of the state of \_\_\_\_\_, having an office at \_\_\_\_\_, hereby sells, assigns, transfers and sets over unto \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, having an office at \_\_\_\_\_, (the "Assignee"), the entire right, title, and interest in and to the Patents and Patent Applications listed on Schedule A attached hereto, in and for the United States, the same to be held and enjoyed by said Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the Borrower if this assignment had not been made.

And by this covenant the Borrower will execute or procure any further necessary assurance of title to said Patents and Patent Applications in said Assignee, its successors, assigns or other legal representatives, and, upon the request of said Assignee, will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, its successors, assigns, or other legal representatives.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue any and all Patents, and Patents emanating from the Patent Applications, to said Assignee.

[Name of Corporate Assignor]

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Before me this \_\_\_\_ day of \_\_\_\_\_, 200\_, personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known to be the person described in and who executed the above  
instrument, and acknowledged to me that he executed the same of his own free will for the  
purposes therein set forth.

Notary Public

**AFFIX SEAL**

Schedule 1

to

Patent Security Agreement

Attorney	Disclosure Status	Title	Inventors							
TMM VEL	Filed	High-Top Athletic Shoe	O'Rourke							
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	DES	649,826	12-Sep-1984	D290,541	30-Jun-1987	NT	30-Jun-2001	

Attorney	Disclosure Status	Title	Inventors							
TMM VEL	Filed	Athletic Shoe Outsole	Yonkers							
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	DES	651,233	17-Sep-1984	D290,543	30-Jun-1987	NT	30-Jun-2001	

Attorney	Disclosure Status	Title	Inventors					
TMM VEL	Filed	Athletic Shoe Outsole	Grubel					

1252016.01

Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	DES	649,430	11-Sep-1984	D290,782	14-Jul-1987	NT	14-Jul-2001	

Inventors										
Attorney	Disclosure Status			Title						
TMM VEL		Filed		Athletic Shoe Outsole						
										Grubel
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	DES	649,429	11-Sep-1984	D290,781	14-Jul-1987	NT	14-Jul-2001	

Inventors										
Attorney	Disclosure Status			Title						
TMM VEL		Filed		Shoe Upper with Lateral Fastening Arrangement						
										Bunch Smith
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	ORD	726,504	24-Apr-1985	4,616,432	14-Oct-1986	LE	14-Oct-2003	

Inventors										
Attorney	Disclosure Status			Title						

BDS VEL		Filed		Athletic Shoe		O'Rourke				
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	DES	649 825	12-Sep-1984	D290,542	30-Jun-1987	NT	30-Jun-2001	

Attorney		Disclosure Status		Title		Inventors				
BDS VEL		Filed		Patterned Insole		Smotrycz				
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US	6	Issued	DES	847,541	27-Mar-1986	D299,584	31-Jan-1989	NT	31-Jan-2003	

Attorney		Disclosure Status		Title		Inventors				
BDS VEL		Filed		Outsole		Brill				
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US	1	Issued	DES	841,672	19-Mar-1986	D302,351	25-Jul-1989	NT	25-Jul-2003	
US	2	Issued	DES	841,671	19-Mar-1986	D301,181	23-May-1989	NT	23-May-2003	

Attorney	Disclosure Status	Title	Inventors							
BDS VEL	Filed	Shoe with Cradle Arch Support	Bunch							
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	ORD	264,628	31-Oct-1988	4,926,569	22-May-1990	LE	22-May-2007	

Attorney	Disclosure Status	Title	Inventors							
TMM VEL	Filed	Outsole (as amended)	Gardner							
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	DES	176,411	01-Apr-1988	D326,557	02-Jun-1992	NT	02-Jun-2006	

Attorney	Disclosure Status	Title	Inventors					
BDS VEL	Filed	Athletic Shoe w/ Control Struts	Bunch Chapman Gross					

Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	CIP	308,062	08-Feb-1989	4,989,350	05-Feb-1994	LE	05-Feb-2008	

Attorney	Disclosure Status	Title	Inventors
TMM VEL	Open	Athletic Shoes w/ Air-Filled Cushions	

Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US			ORD							

Attorney	Disclosure Status	Title	Inventors
BDS VEL	Filed	Shoe with Removable Ankle Support	Parracho

Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued				5,175,947	05-Jan-1993	LE	05-Jan-2010	



Attorney		Disclosure Status		Title		Inventors				
TMM VEL		Filed		Shoe w/ External Shell		Francis Swartz				
Country	Sub Case	Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule	Expiration Date	Agent
US		Issued	PWC	—	14-Mar-1992	5,242,772	14-Sep-1993	LE	14-Sep-2010	

JAPAN PATENTS								
TITLE	FILE	APPLN. NO.	APPLN. DATE	PATENT NO.	ISSUE DATE	STATUS/DUE DATE		
Shoe Sole Having Improved Lateral and Medial Stability	7080	4-204533	07/08/1992	2,851,433	05/23/1997	Expires 7/8/2012 Annulity Due - 05/23/2001		
Shoe Sole With Reactive Energy Fluid Filled Toroid Apparatus	7079	4-212022	07/16/1992	2,851,434	05/23/1997	Expires 7/16/2012 Annulity Due - 05/23/2001		
Fluid Filled Amusement or Attention Attracting Article for Attachment to Footwear	7082	4-217100	07/23/1992	2,851,441	05/23/1997	Expires 7/23/2012 Annulity Due - 05/23/2001		

KOREA PATENTS								
TITLE	FILE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	STATUS/DUE DATE		
Shoe Sole Having Improved Lateral and Medial Stability	6816	17480/1992	09/25/1992	113,901	04/07/1997	Annulity Due - 10/21/2001 Patent Expires 09/25/2012		
Shoe Sole With Reactive Energy Fluid Filled Toroid Apparatus	6818	17481/1992	09/25/1992	140,071	03/09/1998	Annulity Due - 03/09/2001 Patent Expires 09/25/2012		

TAIWAN Patents								
TITLE	FILE NO.	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	STATUS/DUE DATE		
Shoe Sole Having Improved Lateral and Medial Stability	6815	81107729	09/30/1992	071,261	08/26/1995	Patent Expires -09/29/2012		
Reactive Energy Fluid Filled Apparatus Providing Cushioning, Support, Stability and a Custom Fit in a Shoe	6823	84205607	09/30/1992	106,221	02/24/1996	Annulity Due - 10/21/2001 Patent Expires - 09/30/2004		

UNITED STATES OF AMERICA  
PATENTS

TITLE	FILE	APPLN. NO.	APPLN. DATE	PAT. NO.	ISSUE DATE	STATUS/DUE DATE
Athletic Shoe With External Counter	2759	726,508	10/15/1992	4,838,576	01/27/1997	Patent Expires - 01/27/2004
Shoe Sole With Reactive Energy Fluid Filled Apparatus (file wrapper continuation of 767,132, FILE 916230)	2885	431,627	05/01/1995	5,575,088	11/19/1996	Expires 11/19/2013 Maintenance Fee Due - 11/19/2004
Shoe Sole Having Improved Lateral and Medial Stability	8232	767,108	09/27/1991	5,220,737	08/22/1993	Expires 8/22/2010
Reactive Energy Apparatus Providing a Custom Fit and Ankle Support in a Shoe Upper	8231	767,075	09/27/1991	5,430,961	07/11/1995	Expires 7/11/2012 Maintenance Fee Due - 01/11/2003
Fluid Filled Amusement or Attention Attracting Article for Attachment to Footwear	8300	803,024	12/08/1991	5,379,633	01/10/1995	Expires 1/10/2012 Maintenance Fee Due - 07/10/2002
Reactive Energy Fluid Filled Apparatus Providing Cushioning, Support, Stability and a Custom Fit to a Shoe	8299	810,844	12/20/1991	5,313,717	05/24/1994	Expires 5/24/2011 Maintenance Fee Due - 11/24/2001
Reactive Energy Apparatus Providing Cushioning to a Shoe (file wrapper continuation)	9692	195,489	02/14/1994	5,444,928	08/28/1995	Expires 2/14/2014 Maintenance Fee Due - 2/28/2003
Rigid/Semi-Rigid Plastic Shoe Strap Construction	8406	086,848	07/02/1993	5,497,564	03/12/1996	Expires 7/2/2013
Shoe Sole Having an Improved Cushion Therein and Method of Making Same	4879	827,350	03/28/1997	5,838,209	11/24/1998	Expires - 3/26/2017 Maintenance Fee Due - 05/24/2002
Shoe Sole Construction Containing A Composite Plate (file wrapper continuation)	4760	650,588	05/20/1996	5,611,152	03/18/1997	Expires 3/18/2014 Maintenance Fee Due - 09/18/2004
Shoe With Dual Cushioning Component	6070	972,496	11/18/1997	5,930,918	08/03/1999	Expires 11/18/2017 Maintenance Fee Due - 02/03/2003
Shoe With Lateral Support Member	6071	908,027	08/14/1997	5,852,887	12/29/1998	Expires 8/14/2017 Maintenance Fee Due - 06/29/2002
Sock Liner Having CPU In Heel	6056	919,414	08/27/1997	5,951,935	08/14/1999	Maintenance Fee Due - 03/14/2003
Footwear With Midlevel Activity Meter	1861	042,220	03/13/1998	5,945,911	08/31/1999	Expires 3/13/2018 Maintenance Fee Due - 02/28/2003
Shoe With Removable Midsole	5521	158,352	09/21/1998	6,023,857	02/15/00	Expires 9/21/2018

Midsole Construction Having a Rockable Member	6057	006,082	03/16/1999	5,881,478	03/16/1999	Expires 1/12/2018 Maintenance Fee Due - 03/16/2002
Shoe Having Shock-Absorber Element in Sole	1062	09/511,921	02/24/2000		Pending	Foreign Filing Due - 02/24/01
PCT -- Shoe Having Internal Midsole	1524	US99/21894	08/21/1999		Pending	Deadline to Enter National Stage -- 3/19/2001