

06-01-2001

SHEET

5-B-01



101704156

To the Honorable Commissioner of Patents and Trademarks

Transmitted original documents or copy thereof.

1. Name of conveying party(ies):

Inventor(s): Van Lamprou

Additional name(s) of conveying party(ies) attached? [] Yes [x] No

3. Nature of conveyance:

- Assignment [] Merger
- Security Agreement [] Change of Name
- Other

Execution Date: June 8, 1998

2. Name and address of receiving party(ies):

Name: SKECHERS U.S.A., INC. II

Internal Address:

Street Address: 228 Manhattan Beach Blvd.
Suite 200

City: Manhattan Beach State: CA Zip: 90266

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)

29/112,315

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: KLEINBERG & LERNER, LLP

Internal Address:

Street Address: 2049 Century Park East, #1080

City: Los Angeles State: California Zip: 90067

6. Total number of applications and patents involved:

1

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

Enclosed

Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

01-2224

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

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01 FC:501 40.00 01
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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.

Bradford E. Mattes
Name of Person Signing

Signature Reg. No. 36,862

May 17, 2001
Date

Total number of pages comprising cover sheet

9

OMB No. 0651-0011 (exp. 4/94)

CERTIFICATE OF MAILING BY "EXPRESS MAIL"

Docket: 11198

"Express Mail" mailing label number EL377850262US

I hereby certify that on December ~~28~~ 1999 this paper, and every paper referenced herein as an attachment, is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service in an envelope bearing sufficient postage and addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.

12-28-99
Date

Laura Draft
Laura Draft

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor	:	Van Lamprou	:	
			:	
Assignee	:	Skechers U.S.A.,	:	Group Art Unit: 2900
and	:	Inc. II	:	
Applicant	:		:	Examiner : Unassigned
			:	
Appl. No.	:	29/112,315	:	
			:	
Filed	:	10-14-99	:	
			:	
For	:	SHOE UPPER	:	

Assistant Commissioner for Patents
Washington, D.C. 20231

**STATEMENT ESTABLISHING PROPRIETARY INTEREST
BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR**

I, Philip G. Paccione, am the person signing the concurrently filed Combined Declaration and Power of Attorney including Added Page for Signature by Person with Sufficient Proprietary Interest on Behalf of Nonsigning Inventor Who Refuses to Sign or Cannot Be Reached ("Combined Declaration").

As of the date I signed the Combined Declaration for this application, the proprietary interest in this invention belonged

Assignee : Skechers U.S.A., Inc. II
Appl. No.: 29/112,315
Art Unit : 2900

to: Skechers U.S.A., Inc. II
228 Manhattan Beach Boulevard, Suite 200
Manhattan Beach, California 90266.

I am authorized to sign this Statement on behalf of Skechers U.S.A., Inc. II ("Skechers") in my capacity as its Vice President and General Counsel. The following facts establish Skechers' proprietary interest in the invention which is the subject of the concurrently filed patent application.

Skechers hired Van Lamprou to create new shoe designs. Mr. Lamprou was employed by Skechers in this capacity from approximately June, 1998 to January 1999. The new shoe designs Mr. Lamprou made while employed at Skechers, including the design disclosed in the concurrently filed patent application, are subject to a "Confidentiality and Inventions Agreement" ("Agreement") Mr. Lamprou made with Skechers. A true and correct copy of relevant excerpts of that Agreement signed by Mr. Lamprou is attached hereto as Exhibit 1.

The Agreement provides in pertinent part that Mr. Lamprou:
agrees to disclose and assign to the Company
[Skechers] and hereby grants to the Company
the sole and exclusive ownership, including
... all ideas (whether or not patentable

Assignee : Skechers U.S.A., Inc. II
Appl. No.: 29/112,315
Art Unit : 2900

...), designs ... during any past or future employment with the Company, which relate ... to the Company's business Employee [Mr. Lamprou] acknowledges that all Inventions and Discoveries are the sole and exclusive property of the Company and the Employee is required to disclose in writing and assign to the Company all Inventions and Discoveries.

Skechers' primary "business" is designing and selling new shoes embodying designs such as that shown in the concurrently filed application. The invention disclosed and claimed in the concurrently filed application was made by Mr. Lamprou while he was employed by Skechers and during the applicable period of the above-referenced Agreement.

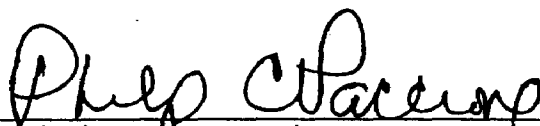
In accordance with 37 C.F.R. §3.73, I have reviewed on behalf of Skechers the evidentiary documents regarding Skechers' ownership of the instant invention. To the best of my knowledge and belief, title to this invention is vested in Skechers U.S.A., Inc. II.

The concurrently filed application is necessary to preserve Skechers' rights. Skechers has firm plans to commercialize the invention disclosed in the concurrently filed application.

Assignee : Skechers U.S.A., Inc. II
Appl. No.: 29/112,315
Art Unit : 2900

I have been warned that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. 1001) and may jeopardize the validity of the application or any patent issuing thereon. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true.

Dated: 12-27-99


Philip G. Paccione
Vice President and
General Counsel
Skechers U.S.A., Inc. II

CONFIDENTIALITY AND INVENTIONS AGREEMENT

This Agreement ("Agreement") is made by the undersigned "Employee" in favor of SKECHERS U.S.A. INC., a California corporation (the "Company") as of the date signed by Employee.

WHEREAS, Employee is or is about to become an employee of the Company; and

WHEREAS, the Company has invested considerable time and money in developing its products and in connection therewith has developed certain data and information which has commercial value and is not generally and publicly known; and

WHEREAS, the Company will be required to disclose certain information, including without limitation confidential and proprietary information, to Employee; and

WHEREAS, while employed by the Company, Employee may develop certain inventions or discoveries which belong to the Company.

NOW, THEREFORE, in consideration of Employee's employment or continued employment with the Company, Employee agrees as follows:

1. "Confidential Information" as used herein shall mean all information disclosed or made available by the Company to Employee including without limitation discoveries, ideas, concepts, techniques, designs, specifications, technical information, drawings,

Employee acknowledges and agrees that the Confidential Information constitute valuable trade secrets of the Company, that the Company's business and success depend upon the use and protection of the Confidential Information, that the Confidential Information is not generally or publicly known and has commercial value, and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company.

EXHIBIT 1
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