08-16-2001 

101813093

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

13

RECORDATION FORM COVER SHEET
PATENTS ONLY  TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).
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Submission Type    Conveyance Type   Conveyance Type   Security Agreement   Conveyance Type   Conveyan
Resubmission (Non-Recordation) Document ID#  License  Change of Name
Correction of PTO Error Reel #
Corrective Document (For Use ONLY by U.S. Government Agencies)  Reel # Departmental File Secret File
Conveying Party(ies)  Mark if additional names of conveying parties attached Execution Date Month Day Year
Name (line 1) Fotes Isotoner Corporation [06270]
Name (line 2) Execution Date
Second Party Name (line 1)  Month Day Year
Name (line 2)
Partition B. 4
is an assignment and the receiving party is not
Name (line 2) domiciled in the United States, an appointment
Address (line 1) 55 South Lake Avenue, Suite 900 of a domestic representative is attached (Designation must be a
Address (line 2) separate document from Assignment.)
Address (line 3) Pasadena California, USA 9/10/ City State/Country Zip Code
Domestic Representative Name and Address  Enter for the first Receiving Party only.
Name
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Address (line 4)
FOR OFFICE USE ONLY
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and

gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-1619B Expires 05/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Address	Area Code and Telephone Number	er (213)485-1234
Name Mary Ruhl, Es	·	
Address (line 1) C/O Latham & U	vatkins	
Address (line 2) 633 West 54h	St., Suite 4000	
Address (line 3) LOS Angeles, a	CALIFORNIA 90071	
Address (line 4)		
Pages Enter the total number of pagincluding any attachments.	ges of the attached conveyance do	# <u>/3</u>
Application Number(s) or Patent Num	· · · · · · · · · · · · · · · · · · ·	k if additional numbers attached
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	0290547	0292042
	0290905	0291385 0292143
If this document is being filed together with a <u>new</u> Pater signed by the first named executing inventor.	nt Application, enter the date the patent appli	cation was <u>Month Day Year</u>
Patent Cooperation Treaty (PCT)		
Enter PCT application number	PCT PCT	PCT
only if a U.S. Application Number has not been assigned.	PCT PCT	PCT
Number of Properties  Enter the total	al number of properties involved.	# 92
Fee Amount Fee Amount f	or Properties Listed (37 CFR 3.41)	: \$ 3680.00
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(Enter for payment by deposit account or if addit	tional fees can be charged to the account.) eposit Account Number:	#
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To the best of my knowledge and being attached copy is a true copy of the original indicated herein.		
Name of Person Signing	Signature	Date

### RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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			0292642	0292748	0295918
			0292744	0292749	0296265
			0292745	0294428	0296263
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			0292747	0295693	0296264

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		0299359	0308288	0308905
		0300726	0308289	0308907
		0305963	0308594	0309372
		0308747	0308595	0309825
		0308749	0308596	0309826

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		0310599	03/2348	03/5637
		03/1273	03/2538	03/6476
		03/18/1	03/2724	03/6480
		03/2325	03/3309	0316630

### RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

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		03/6980	03/9262	0321428
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		0321782	0328520	0375616
		0322881	0369238	0378320
		0322883	0369462	0379710
		0325467	0370775	0384491
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	5813149 616430	<b>4</b>
	0404156	
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	04/5299	

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 27th day of June, 2001, by totes Isotoner Corporation, an Ohio corporation ("Grantor") in favor of Bank of America, N.A., in its capacity as Collateral Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

#### WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) patents and patent applications and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter acquired or arising:
  - (i) each Patent, including without limitation each U.S. and Canadian patent and application for Patent listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof; and

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- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, preserve or future infringement of any Patent.
- 3. <u>Warranties and Representations</u>. Grantor warrants and represents to Grantee
- (i) Other than the Permitted Intercreditor Liens, to the best of Grantor's knowledge, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent in existence as of the date hereof, and will be with respect to each Patent acquired after the date hereof, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons;
- (ii) Except as set forth in <u>Schedule 4.12</u> of the Loan Agreement, Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and
- (iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.
- 4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent the effect of which is to hypothecate or diminish Grantor's rights in such Patent, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would reasonably be expected to adversely affect the validity or enforcement of the rights transferred to Grantee under this Agreement.
- 5. New Patents. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and, with respect to patents and patent applications, Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Patents.
- 6. <u>Duties of Grantor</u>. Grantor shall (i) prosecute diligently any patent applications pending as of the date hereof or hereafter, (ii) make application on unpatented but patentable inventions, as reasonably deemed appropriate by Grantor, (iii) preserve and maintain all rights in the Patents and (iv) ensure that the Patents are and remain enforceable; <u>provided</u>, <u>however</u>, that the Grantor shall not be obligated to file, prosecute, preserve, maintain or ensure enforceability of any Patent that the Grantor determines in its reasonable business judgment is no longer material, necessary or desirable in the conduct of its business, as now or hereafter conducted..

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that:

- 7. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 7.
- Cumulative Remedies: Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

[Signature page follows]

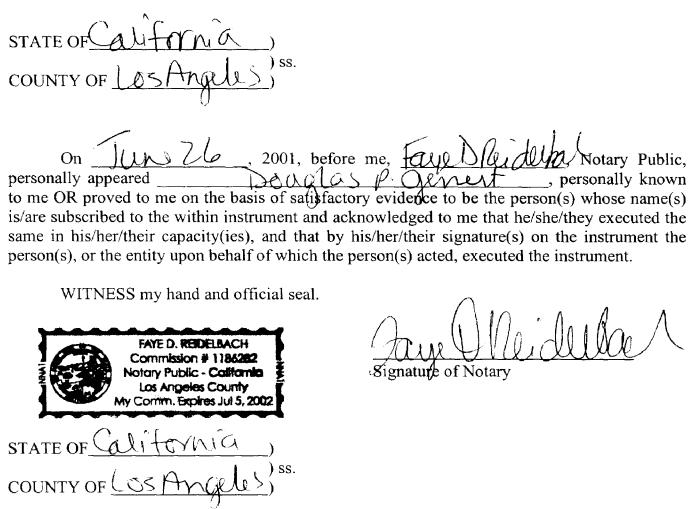
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

> TOTES ISOTONER CORPORATION, an Ohio corporation

Agreed and Accepted As of the Date First Written Above

BANK OF AMERICA, N.A., as Collateral Agent

Name:



On July 2001, before me, Faye M., Notary Public, personally appeared \_\_\_\_\_\_\_, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the

same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

FAYE D. REIDELBACH
Commission # 1186282
Notary Public - California
Los Angeles County
My Comm. Expires Jul 5, 2002

Signature of Notary

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#### SCHEDULE 1

**PATENTS** 

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Page 1

# totes Isotoner Corporation Issued Patents (Both Foreign and US) (Alphabetical Listing by Country)

	Canada Granted Canada Granted Canada Granted France Granted	4/5/1988 4/5/1988 4/5/1988 3/5/1991 5/12/1989	1,234,734 Umbrella Rib Linkage System	ing System
nio Canada  Oranada Canada Canada France Fra		4/5/1988 4/5/1988 3/5/1991 5/12/1989	1,234,735 Umbrella Rib Link	
ong Canada Canada France Franc		4/5/1988 3/5/1991 5/12/1989		age System
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France Fr		6/5/1989	893653 Umbrella Handle-Design	Design
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United States United States	States	9/24/1985	5280,677 Umbrella Handle	
United States		10/8/1985	D280,864 Tolletries Kit Bag (Mach II)	(Mach II)
	States	19/8/1985	D280,867 Hand & Shoulder Bag (Mach II)	Bag (Mach II)
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Caip Arm S. United States Grant	United States Granted	5/12/1987	D289,701 Umtrella Handle Design	Design

totes Isotoner Corporation Issued Patents (Both Foreign and US) (Alphabetical Listing by Country)

PATENT TITLE	B208,387 Umbrella Handle Design	D290,546 Umbrella Handle	D290,547 Umbrella Handle Design	D290,905 Umbrella Handle Design	D291,260 Umbrella Handle Design	D291,261 Umbrella Handle Design	D291,385 Umbrella Handle	D291,502 Umbrella Handle Design	D292,042 Umorella Handle Design	D292,143 Umorella Cap Design	D292,642 Umorella Handle	Combination Garment Bag & Dogo 744 Briefcase Design	Combination Garment Bag - Twin	D292,745 Club Bags Design	Combination Briefcase Sport Bag	D292,746 Design	Combination Club Bag - Sport	D292,747 Bay Design	Combination Briefcase -	D292,748 Overnight Case	D292,749 Sultcase Design	Combined Shoe Shine Case and	D294,428 Pad	Combined Shoe Shine Case and	D294,428 Pad	D295,693 Umbrella Handle	D295,918 Umbrella Handle	D296,265 Umbrella Handle Design	D296,263 Umbrella Handle	D296,295 Scissors	D296,264 Umbrella Handle
ISSUE DATE PATENT NO	946H387 D26	6/30/1987 D29	6/30/1987 D29	7/21/1987 D29	8/11/1987 D29	8/11/1987 D29	8/18/1987 D29		9/29/1987 D29		11/10/1987 D29	11/17/1087		11/17/1987 029		11/17/1987 D29		11/17/1987 D29		11/17/1987 D29	11/17/1987 D29		3/1/1988 D28		3/1/1988 029	5/17/1988 D28	5/31/1988 D29	6/21/1988 D29		6/21/1988 D29	6/21/1988 D29
STATUS	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granled	4	22.65	Granted		Granted		Granted		Granted	Granted		Granted		Granted	Granted	Granted	Granted	Granted	Granted	Granted
COUNTRY	United States	United States	United States	United States		United States	United States	United States		United States		4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -	Olmed States	I failed States		It Inited States		United States		United States	United States		thrited States		United States		United States	United States			United States
INVENTOR	3	Cain Ann S	Cain And S	Selia Julie A	Cain Ann S	Cain Ann S	Splid Linie A	Cain Ann S	Selia Julie A	Selia Iulia A	Selio Julie A		Allen, James H.	Allen James H	College College	Allon Ismae H	Aller, James II.	Allon James H		Allen James H	Allen Ismas H	Mich., Verico II.	Allon Sames H		Brinker Barry	Cain Ann S	Cain Ann S	Allen James H	Cain Ann S	Cain Ann S.	Selig, Julie A.

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INVENTOR	COUNTRY	STATUS	ISSUE DATE	PATENT NO	PATENT TITLE
Cain, Ann S.	United States	Granted	1/10/1989	D299 359	D299.359 Portable Desk Tool Kit
Ebeling, Thomas	United States	Granted	4/18/1989	D300,726	D300,726 Fatric Porosity Demonstrator
Brinker, Barry	United States	Granted	2/13/1980	D305,963	D305,963 Combined Brush And Ice Scraper
Busse, John E.	United States	Granted	2/13/1990	0305 963	0305 963 Combined Brish And Ice Scraner
Brinker, Barry	United States	Granted	5/25/1990	D308,747	D308,747 Tread Design For Footwear
Brinker, Barry	United States	Granted	5/26/1890	D308,749	D308,749 Tread Design For Footwear
Cain, Ann S.	United States	Granted	6/5/1990	D308,288	D308,288 Umarella Handle
Cain, Ann S.	United States	Granted	6/5/1990	D308,289	D308,289 Umorella Handle
					Tread For Footwear Or The Like
Brinker, Barry	United States	Granted	6/19/1980	D308,594 Design	Design
Cain, Ann S.	United States	Granted	6/19/1990	D308,595	D308,595 Umbrella Handle
Cain, Ann S	United States	Granted	6/18/1990	D308,596	D308,596 Umbrella Handle
Brinker, Barry	United States	Granted	7/3/1990	D308,905	0308,905 Tread For Footwear or the Like
Brinker, Barry	United States	Granted	7/3/1990	D308,907	D308,907 Tread for Footwear or the Like
Cain, Ann S.	United States	Granted	7/24/1990	0309,372	0309,372 Umbrella Handle
Cain, Ann S	United States	Granted	8/14/1990	D309,825	D309,825 Umbreffa Handle Design
Cain, Ann S	United States	Granfed	8/14/1990	D309,828	D309,826 Umbrella Handle Design
Cain, Ann S.	United States	Granted	8/28/1990	D310,135	D310,135 Umbrella Handle Design
Cain, Ann S.	United States	Granted	9/18/1990	D310,599	D310,599 Umbrella Handle Design
Jenkins, C. D.	United States	Granted	10/16/1990	D311,273	D311,273 Umbrella Handle Design
Cain, Ann S.	United States	Granted	11/6/1990	D311,811	D311,811 Umbrella Handle (Design)
Brinker, Barry	United States	Granted	11/20/1990	D312,325	D312,325 Compact Grooming Kit
Busse, John E.	United States	Granted	11/20/1990	D312,325	D312,325 Compact Grooming Kit
	United States	Granted	11/27/1990	0312,348	0312,348 Umbrella Handle (Design)
Kopin, Sheldon A.	United States	Granted	12/4/1990	D312,538	D312,538 Eyeglass Display Holder
Thomas, Daniel J.	United States	Granted	12/4/1990	0312,538	D312,538 Eyeglass Display Holder
Cain, Ann S.		Granted	12/11/1890	D312,724	D312,724 Umbrella Handle (Design)
Cain, Ann S.	United States	Granted	1/1/1991	D313,309	D313,309 Umbrella Handle Design
	;				Combined Earmuffs and
Ciorini, Jean	United States	Granted	3/26/1991	D315,812	D315,812 Headband (Design)

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INVENTOR	COUNTRY	STATUS	ISSUE DATE PATENT NO	PATENT NO	PATENT TITLE
Jenkins, C. D.	United States	Granted	3/26/1991	D315,637	D315,637 Umbrella Handle (Design)
Brinker, Barry	United States	Granted	4/30/1991	D316,476	Tread Design for Footwear
Cain, Ann S.	United States	Granted	4/30/1991	D316,480	D316,480 Umbrella Handle Design
Cain, Ann S.	United States	Granted	5/7/1891	D316,630	D316,630 Umbrella Handle
Cain, Ann S.	United States	Granted	5/14/1991	2216,777	D316,777\Umbrella Handle
Brinker, Barry	United States	Granted	5/21/1991	D316,980	D316,980 Tire Gauge Design
Burbrink, David E.	United States	Granted	5/21/1991	D316,980	D316,980 Tire Gauge Design
Cain, Ann S.	United States	Granted	7/9/1991	D317,975	D317,975 Umbrella Handle
Cain, Ann S.	United States	Granted	7/9/1991	D317,976	D317,976 Umbrella Handle
					Combined Shoe Shine Case and
Baker, Douglas W.	United States	Granted	7/16/1991	D318,178 Pad	Pad
					Combined Shoe Shine Case and
Brinker, Barry	United States	Granted	7/16/1891	D318,178 Pad	Pad
Brinker, Barry	United States	Granted	8/6/1991	D318,755	D318,755 Tread Design For A Glove
					Combined Telephone List Finder,
Brinker, Barry	United States	Granted	8/20/1991	D319,262	D319,262 Writing Instrument and Note
					Combined Telephone List Finder.
Busse, John E.	United States	Granted	8/20/1991	D319,262	D319,262 Writing Instrument and Note
Cain, Ann S.	United States	Granted	8/27/1991	D319,342	0319,342 Umbreita Handle
Cain, Ann S.	United States	Granted	8/27/1991	D319,343	D319,343 Umbreita Handle
Cain, Ann S.	United States	Granted	8/3/1991	D319,536	D319,536 Umbrella Handle
Brinker, Barry	United States	Granted	11/12/1991	0321,426	D321,426 Tread For A Glove
Cain, Ann S.	United States	Granted	11/12/1991	D321,428	D321,428 Umbreila Handle
Cain, Ann S.	United States	Granted	11/19/1991	D321,592	D321,592 Umbrelle Handle
Cain, Ann S.	United States	Granted	11/26/1991	D321,78D	D321,780 Umbrella Handle
Cain, Ann S.	United States	Granted	11/26/1991	D321,781	D321,781 Umbrella Handle
Cain, Ann S.	United States	Granted	11/26/1991	D321,782	D321,782 Umbrella Handie
Bushman, Carla J.		Granted	1/7/1992	D322,881	D322,881 Footwear Tread Pattern
Cain, Ann S.	United States	Granted	1/7/1992	D322,883	D322,883 Untrella Handle
Cain, Ann S	United States	Granted	4/21/1992	D325,467	D325,467 Umbrella Handle Design

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Allen, James H.  Bushman, Carla J.  Cain, Ann S.  Cain, Ann S.  Cain, Ann S.  Cionni, Jean  Baker, Douglas W.  James, Freddie I.  Darkey, Joyce A.  United State State United	States				Enactocese With Roar View Mirms
United	tates				באבלושפפט באוווו ויפשו בייני ואווים
United United United United United United United United United		Granted	6/16/1992	0327,079[Design	Design
United United United United United United United United United	States	Granted	8/11/1992	D328,520	D328,520 Umbrella Handle
United United United United United United United United	States	Granted	4/30/1996	D389,238	D369,238 Umbrella Case Design
United United United United United United United United	States	Granted	5/7/1996	D369,462	D369,462 Umbrella Handle Design
United United United United United United United	States	Granted	6/18/1996	D370,775	D370,775 Umbrella Handle Design
United United United United United United	States	Granted	10/15/1996	D374,545	D374,545 Ne≾k Wrap
United United United United United United	States	Granted	11/19/1996	D375,616	D375,616 Footwear Tread Design
D. United	States	Granted	11/19/1996	D375,616	D375,616 Footwear Tread Design
United United United United United United	States	Granted	11/19/1996	D375,616	D375,616 Footwear Tread Design
D. United United	States	Gramted	3/11/1997	D378,320	D378,320 Moccasin Vamp
United	Stales	Granted	6/10/1997	D379,710	D379,710 Unbrella Handle
United	States	Granted	6/10/1997	D379 <sub>,</sub> 710	D379,710∫Umbrella Handle
Indian	States	Granted	10/7/1997	0384,491	D384,491 Overshoe Upper Dasign
	States	Granted	10/7/1997	D384,491	D384,491 Overshoe Upper Design
	States	Granted	10/7/1997	D384,491	D384,491 Overshoe Upper Design
United	States	Granted	5/26/1998	D394,539	D394,539 Overshoe Upper
United	States	Granted	5/26/1998	D394,539	D394,539 Overshoe Upper
na J. United	States	Granted	5/26/1998	D394,539	D394,539 Overshoe Upper
United	States	Granted	9/15/1998	D398,145	D398,145 Sandal Insert
United	States	Granted	9/29/1988	5,813,149	5,813,149 Boot With Rear Expansion Flap
James, Freddie L. United St.	States	Granted	8/29/1998	5,813,149	5,813,149 Boot With Rear Expansion Flap
					Combined Umbrella Handle and
Burbrink, David E. United St.	States	Granted	1/12/1999	D404,156	Flashlight
					Combined Umbrella Handle and
Headley, Ann S. United St.	States	Granted	1/12/1999	D404,156	D404,156 Fisshlight
					Resilient Sandal Wedge and
Ganon, Michael H. United St.	Stakes	Granted	4/27/1999	5,896,678	5,896,678 Sandal Formed There-with
					Combined Flashight and
Burbrink, David E. United States	tates	Granted	10/12/1999	D415,299	D415,299 Unbrella Handle
					Untrella Handle with Flashkight
Burbrink, David E. United St.	States	Granted	9/12/2000	D430,726	D430,726 (Children's version)

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The service with E	PAIEN III	6,164,304 01121 5115	
	STATUS ISSUE DATE PATENT NO	Granted 12/26/2000 6, 1	
•	VOLVETO	1	(United States
		INVENTOR	Headley, Ann S.

totes isotoner Corporation
Pending Patent Applications (both Foreign and US)
(Alphabetical Listing by Country)

INVENTOR	COUNTRY	STATUS	APP DATE	SERNO	TITLE
					Resilient Sandal Wedge and Sandal
Ganon, Michael H.	Canada	Filed	2/28/1997	22704421	22704421 Formed Therewith
					Resilient Sandal Wedge and Sandal
Ganon, Michael H.	European Patent Conv	Filed	2/28/1997	97908758.21	97908758.21 Formed Therewith
Headley, Ann S.	European Patent Conv	Filed	2/10/2000	301068.32 Unibretta	Jahreta
Ganon, Michael H.		Filed	2/29/2000	-301598.32 Footwear	Footwear
					Proshetic Joint With Dynamic Torque
Van Dyne, Leonard A.	France	Filad	371944097	9716221	9716221 Compensator
					Moccasin Constuction and Method of
Ganon, Michael H.	Mento	Filed	375/1996	Filed1	Filed1 Forming Same
					Resilent Sandal Wedge and Sandal
Gason, Michael H.	Mexico	Filed	2/28/1997	9944811	9944811 Formed Therewith
Ganon, Michael H.	United States	Filed	4/9/1899	09/289,0551 Footwear	Footwear

PATENT
RECORDED: 08/13/2001 REEL: 012043 FRAME: 0491