

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

APPLICATION NUMBER
09/682732

NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Conveying Party Name: Ron L. Blackburn

Execution Date: 10/10/2001

Conveying Party Name: Craig H. Dennis

Execution Date: 10/10/2001

RECEIVING PARTY DATA

Receiving Party Name: Rhino Tuff, Inc.

Street Address: 204 N. El Camino Real

Internal Address:

City: Encinitas

State: CALIFORNIA

Country:

Postal Code: 92024

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 858-552-0159

CORRESPONDENCE DATA:

Correspondence will be sent via US Mail when a fax number

has not been provided or the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 022249

To the best of my knowledge, the foregoing information is true and correct and any attached copy is a true copy of the original document.

NAME OF PERSON SIGNING: Jason W. Wolff

DATE SIGNED: 10/11/2001

Total Attachments: 2

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source="assignp2.tif "

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WHEREAS, WE, **RON L. BLACKBURN**, a citizen of the UNITED STATES OF AMERICA, and **CRAIG H. DENNIS**, a citizen of the UNITED STATES OF AMERICA (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled **PROTECTIVE, ORTHOTIC INSERT FOR FOOTWEAR** for which application for Letters Patent of the United States of America has been executed on even date herewith; and

WHEREAS, **REINO TUFF, INC.**, a corporation organized and existing under and by virtue of the laws of the CALIFORNIA and having its place of business at 204 N. EL CAMINO REAL, ENCINITAS, CALIFORNIA 92024 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the

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United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at SAN DIEGO

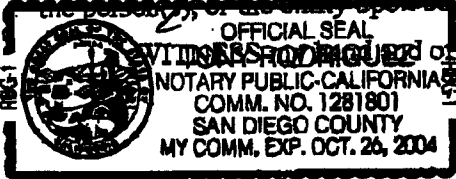
California this 10th day of October, 2001.

[Signature]
RON L. BLACKBURN

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On 10/10/01 before me, Tony Rodriguez personally appeared Ron L. Blackburn

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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entry upon behalf of which the person(s) acted, executed the instrument.



[Signature]
Notary Public in and for said County and State

WITNESS my hand at SAN DIEGO

California, this 10th day of October, 2001.

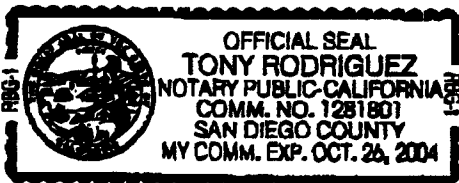
[Signature]
CRAIG H. DENNIS

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On 10/10/01 before me, Tony Rodriguez personally appeared Craig H. Dennis

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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entry upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said County and State