

01-14-2002



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COVER SHEET

JAN - 7 2002

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original document or copy thereof.

1. Name of conveying party(ies):
Richard Finney

1/7/02

2. Name and Address of receiving party(ies):
Name: Rocky Shoes & Boots, Inc.
Internal Address: _____

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

Street Address: 39 East Canal Street

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: December 7, 2001

City Nelsonville State OH
Country: USA
Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No.(s)
29/149,427

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Belinda L. Reynolds, Legal Assistant
Internal Address: _____
Porter, Wright, Morris & Arthur LLP
Street Address: 41 South High Street

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

City: Columbus State: OH ZIP: 43215

8. Deposit account number: 16-2326
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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 documents.

Laurie N. Jacques
Name of Person Signing

Laurie N. Jacques
Signature

December 11, 2001
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/14/2002 TDIAZ1 00000188 29149427

01 FC:581

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT BY SOLE INVENTOR

Of: SHOE UPPER (Style No. 7590)

From: Richard Finney, an individual

To: Rocky Shoes & Boots, Inc.

I, Richard Finney, a citizen of the United States residing at 370 Timber Lane, Lancaster, Ohio 43130, having invented a new, original and ornamental design for SHOE UPPER, for which I am applying for Letters Patent of the United States by an application so titled, the specification of which was filed October 10, 2001 and has been assigned Application No. 29/149,427;

For good and valuable consideration paid to me from Rocky Shoes & Boots, Inc., a corporation of the State of Ohio having its corporate offices at 45 East Canal Street, Nelsonville, Ohio 45764, the receipt and sufficiency of which I acknowledge, by this Assignment;

I sell, assign and transfer to Rocky Shoes & Boots, Inc. the entire and undivided right, title and interest in and to my invention of new, original and ornamental design for SHOE UPPER, my said application for letters patent, the invention therein described, and all rights appurtenant thereto and in all my applications related thereto, including each of the following: the right to apply for any letters patent for said invention in the United States and all foreign countries, all other applications for letters patent on said invention, in whatsoever countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; all letters patent that may issue thereon in the United States and foreign countries and all reissues, extensions, renewals,

divisions, or continuations of letters patent granted for said inventions or upon said applications, to the full end of the term or terms for which said letters patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or letters patent therefor, all to be held and enjoyed by Rocky Shoes & Boots, Inc., its successors and assigns, all the same as I would have held and enjoyed had this Assignment not been made;

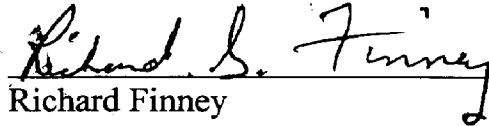
I authorize and grant the right to Rocky Shoes & Boots, Inc. to file and prosecute patent applications in all countries for any part of said invention in my name or in the name of Rocky Shoes & Boots, Inc. or otherwise, as Rocky Shoes & Boots, Inc. may deem advisable under any international convention, treaty, or agreement or otherwise;

I authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any letters patent for the said inventions arising out of said application to Rocky Shoes & Boots, Inc., as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment;

I represent and warrant that there are no rights or interests outstanding inconsistent with the rights and interests granted herein; I covenant that I will not execute, grant, or transfer any rights or interests inconsistent herewith; I bind myself to execute and deliver to Rocky Shoes & Boots, Inc., its successors and assigns, any further documents or instruments and to perform any further acts that may be deemed necessary to enable it, its successors and assigns to file the said applications for letters patent for the said invention in any country in which it may elect to file such applications, and to vest in Rocky Shoes & Boots, Inc., its successors and assigns, the title herein conveyed and intended to so be conveyed, and to enable such title to be recorded in the

United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to Rocky Shoes & Boots, Inc., its successors and assigns; and I further covenant and agree that, upon request, I will communicate to Rocky Shoes & Boots, Inc., its successors and assigns, any facts relating to the said invention and the history thereof, known to me and that I will testify as to the same in any interference or other litigation when requested to do so by Rocky Shoes & Boots, Inc., its successors and assigns.


IN TESTIMONY WHEREOF, I have hereunto set my hands on the day indicated.


Richard Finney

STATE OF OHIO)
)
COUNTY OF ATHENS)

ss:

On this 7th day of December, 2001, before me personally appeared Richard Finney, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.


Notary Public **ALAN C. YOUNG**
Notary Public, State of Ohio
My Commission Expires 9-9-2004

(seal)

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