

REC

08-14-2002



To the Honorable Commissioner of Pat.

102189530

1 original documents or copy thereof.

1. Name of conveying party(ies):

Penny Masullo

08/08/02

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: August 5, 2002

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

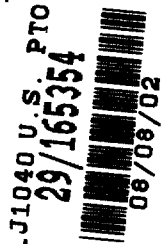
Name: SKECHERS U.S.A., INC. II

Internal Address:

Street Address: 228 Manhattan Beach Blvd.

City: Manhattan Beach State: CA Zip: 90266

Additional name(s) & address(es) attached? Yes 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: August 5, 2002

A. Patent Application No.(s)

B. Patent No.(s)

29/165354

Additional numbers attached? Yes No

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

Name: MARSHALL A. LERNER, ESQ.

Internal Address:

Street Address: KLEINBERG & LERNER, LLP
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)

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 document.

MARSHALL A. LERNER, ESQ.
Name of Person Signing

Signature

8-7-2002
Date

Total number of pages comprising cover sheet: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington D.C. 20231

08/12/2002 CCHAU1 00000175 29165354

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PATENT
REEL: 013178 FRAME: 0356

Docket No.: 13403

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)	
)	
PENNY MASULLO)	
)	
Serial No.: Unassigned)	Group Art Unit: Unassigned
)	
Filed: Unassigned)	Examiner: Unassigned
)	
For: SHOE UPPER)	
_____)	

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

WHEREAS **PENNY MASULLO**, a citizen of the United States, located in Manhattan Beach, CA 90266, hereinafter referred to as ASSIGNOR, has invented and owns a certain invention entitled:

SHOE UPPER

for which the above-referenced application for Letters Patent of the United States has been executed on even date herewith,

WHEREAS: SKECHERS U.S.A., INC. II, a Delaware corporation, located at 228 Manhattan Beach Boulevard, Manhattan Beach, CA 90266 U.S.A. (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to, and under said invention and in, to, and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other

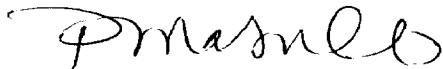
good consideration, **Penny Masullo** hereby sells, assigns and transfers to ASSIGNEE and the successors and assigns of ASSIGNEE the full and exclusive right, title and interest in and to any invention(s) disclosed in the above-referenced application, including all such right, title and interest for United States territorial possessions and for all foreign countries and further including all rights to claim priority, in and to any and all improvements which are obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants 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 in foreign countries as may be known and accessible to ASSIGNOR 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 thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on

8/5/02, 2002.



PENNY MASULLO