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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Christjane Burg and Fiona Adams 10-11-02 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Global Brand Marketing, Inc. Internal Address: Street Address: 12 East Figueroa Street City: Santa Barbara State: CA Zip: 93101 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: Oct. 8, 2002

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: Oct. 8 '02 A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? Yes No

29/168937

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, Suite 1080 City: Los Angeles State: CA Zip: 90067

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: 01-2224 (Attach duplicate copy of this page if paying by deposit account)

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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. Signature: Marshall A. Lerner Date: 10/11/02 Total number of pages including cover sheet, attachments, and documents: 3

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

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PTO 29/168937 10/11/02

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
)
FIONA JANE ADAMS)
)
and CHRISTJANE BURG)
)
 Serial No.: unknown) Group Art Unit: unknown
)
 Filed: unknown) Examiner: unknown
)
 For: **SHOE UPPER**)

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

WHEREAS: **Fiona Jane Adams**, a citizen of the United Kingdom, located in Santa Barbara, CA 93110 and **Christjane Burg**, a citizen of Germany, located in Santa Barbara, CA 93101, hereinafter referred to as ASSIGNORS, have invented and own 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: GLOBAL BRAND MARKETING, INC., a California corporation, located at 12 E. Figueroa Street, Santa Barbara, CA 93101 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 ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in consideration of compensation and other consideration received pursuant to ASSIGNORS'

employment at will by ASSIGNEE, and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer 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.

ASSIGNORS 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.

ASSIGNORS 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

Date: 10/08/02

F. J. Adams
FIONA JANE ADAMS

Date: 10/08/02

Christjane Burg
CHRISTJANE BURG