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Form PTO-1595
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U.S. Department of Commerce
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102497136

To the Honorable Commissioner of Patents, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Rebecca SNOW

7-1-03

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

Name: The Rockport Company, LLC

Internal Address:

Street Address: 1895 J.W. Foster Boulevard

City: Canton State: MA Zip Code: 02021

Country: U.S.

Additional name(s) & address(es) attached? yes no

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 25, 2003

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

10609652

If this document is being filed together with a new application, the execution date of the application is June 25, 2003

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? yes no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Tracy-Gene G. Durkin

Street Address: 1100 New York Ave., N.W.

City: Washington State: D.C. Zip Code: 20005-3934

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01 FC:8021 40.00 DP

6. Total number of applications and patents involved: _____

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

- Enclosed
- Charge: PTO-2038 Credit Card Form Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account Number:

19-0036

(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.

Tracy-Gene G. Durkin
Name of Person Signing
Registration No. 32,831

Tracy Gene
Signature

July 1, 2003
Date

Total number of pages including cover sheet, attachments and document 3

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

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07/01/03

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: Rebecca SNOW, the undersigned inventor hereby sells and assigns to The Rockport Company, LLC, 1895 J.W. Foster Blvd., Canton, MA 02021 (the Assignee) her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

- for the United States of America (as defined in 35 U.S.C. § 100),
- and throughout the world,

(a) in the invention known as Cushioning Sole for an Article of Footwear for which application for patent in the United States of America has (have) been executed by the undersigned on June 25, 2003 (also known as United States Application No. _____, filed _____), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

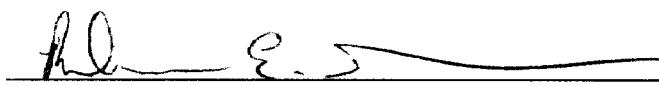
The undersigned inventor agrees to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that she has full right to convey the entire interest herein assigned, and that she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; Robert C. Millonig, Esquire, Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; and Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite her name.

Date: June 25, 2003 Signature of Inventor: 
Rebecca SNOW

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