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Form PTO-1594 Rev. 03/01)



11.19.03

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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):
MERCERON, Jean-Paul

Individual(s)
 General Partnership Association
 Corporation-State Limited Partnership

Other _____

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

2. Name and address of receiving party(ies)

Name: Arche, Inc.

Internal Address: _____

Street Address: 128 West 57th Street

City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 19, 2003

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

A. Patent Application No.(s)	Filing Date
<u>29/180,319</u>	<u>April 22, 2003</u>

Additional number(s) attached Yes No

B. Patent No.(s)

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

Name: Milbank, Tweed, Hadley & McCloy LLP

Internal Address: Frank A. Bruno

Street Address: 1 Chase Manhattan Plaza

City: New York State: NY Zip: 10005

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. Deposit account number:
13-3250 (for any deficiencies in payment &/or credit overpayment)

(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

Frank A. Bruno Frank A. Bruno November 19, 2003
 Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner for Patent, Mail Stop Assignment Recordation Services, P.O. Box 1450, Alexandria, VA 22313-1450.

11/21/2003 WABRHAM1 00000088 29180319

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40.00 DP

ASSIGNMENT FOR PATENT

WHEREAS:

Jean-Paul Merceron, citizen of France, having the address of 46 rue du Commerce, 37110 Monthodon, France

(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

SHOE SOLE

(title of discovery or invention)

[] for which application for Letters Patent of the United States has been executed on even date herewith,

[X] for which application for Letters Patent of the United States has been filed on April 22, 2003, under Serial No. 29/180,319, and

WHEREAS:

L'Article Chaussant Europeen, a corporation of France, having a place of business of Rue de Fleteau, 37110 Chateau-Renault, France

(name and address of assignee)

(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 therefore 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 good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or re-filings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such

applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discover in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature:  _____
Jean Paul Merzeron

Citizenship: France _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____, 20__.

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned authority, personally appeared to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified.

Notary Public

NY2:#4501274v2