(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. Patent and Trademark
OND 140. 0001 0021 (0/p. 0/00/2000)	
To the Honorable Commissioner of Patents and Traden	665777 narks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): $\mathcal{A}.\mathcal{A}.\mathcal{H}$ Holly Andrews-Kramer	Name and address of receiving party(ies)     Name: Ariat International, Inc.     Internal Address:
Additional name(s) of conveying party(ies) attached? Yes	<u></u>
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Nat	
	City: Union City State: CA Zip: 94587
Execution Date: 1/28/2004	Additional name(s) & address(es) attached? Yes
A. Patent Application No.(s)	application, the execution date of the application is:
Name and address of party to whom corresponde	
concerning document should be mailed:  Name: Carr & Ferrell LLP	7. Total fee (37 CFR 3.41)\$40.00
Patent Department	Enclosed
Internal Address:	Authorized to be charged to deposit account
Street Address: 2200 Geng Road	8. Deposit account number:
	06-0600
City: Palo Alto State: CA Zip: 94303	
	USE THIS SPACE
9. Signature.	
	January 30, 2004
Susan Yee  Name of Person Signing	January 30, 2004 Signature Date ng cover sheet, attachments, and documents:

PATENT REEL: 014952 FRAME: 0349

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TEL:510 477 6904

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I,

the undersigned, Holly Andrews-Kramer, do hereby sell, assign, and transfer to Ariat

International, Inc., a California corporation with offices at 3242 Whipple Road Union

City, California 94587 ("Assignee"), and its successors, assigns, and legal

representatives, the entire right, title and interest for the United States and all foreign

countries, in and to any and all improvements which are disclosed in the United States

design patent application filed herewith and entitled:

"SHOE MIDSOLE"

and in and to said application and all utility, divisional, continuing, substitute, renewal,

reissue, and all other patent applications which have been or shall be filed in the United

States and all foreign countries on any of said improvements; and in and to all original

and reissued patents which have been or shall be issued in the United States and all

foreign countries on said improvements; and in and to all rights of priority resulting

from the filing of said United States patent application; and

Agree that said Assignee may apply for and receive patents for said improvements in

its own name; and that, when requested, without charge to, but at the expense of, said

Assignee, its successors, assigns and legal representatives, to carry out in good faith the

intent and purpose of this Assignment, the undersigned will execute all divisional,

continuing, substitute, renewal, reissue, and all other patent applications on any and all

said improvements; execute all rightful oaths, assignments, powers of attorney and

other papers; communicate to said Assignee, its successors, assigns, and representatives,

all facts known to the undersigned relating to said improvements and the history

thereof; and generally do everything possible which said Assignee, its successors,

**PATENT** 

REEL: 014952 FRAME: 0350

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assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 128 04

REEL: 014952 FRAME: 0351