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Name Michel LussierExecution Date
Month Day Year 12/01/03Name Michael Steszyn 12/01/03Name John P. Devlin 01/29/04Name James S. K. Pelletier 01/29/04Name Stuart R. Jang 01/26/04

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name (line 1) adidas International Marketing B.V.Name (line 2) Address (line 1) Address (line 2) Koningin Wilhelminaplein 30Address (line 3) Amsterdam The Netherlands 1062 KR

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

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Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

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Patent Application Number(s)

10/702,111

Patent Number(s)

Patent Cooperation Treaty (PCT)

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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. Charges to deposit account are authorized, as indicated herein.

Christopher W. Stamos, Reg. No. 35,370

Name of Person Signing



Signature

April 5, 2004

Date

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ASSIGNMENT

WHEREAS, We, Michel Lussier, Michael Steszyn, John P. Devlin, James S. K. Pelletier, and Stuart R. Jang have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

SHOE WITH TUNABLE CUSHIONING SYSTEM

and identified by

☐ Attorney Docket No. ADI-079CP, and/or executed by us on even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 10/702,111 filed in the United States Patent Office on November 5, 2003; and

WHEREAS, adidas International Marketing B.V. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of The Netherlands, and having a usual place of business at Koningin Wilhelminaplein 30, 1062 KR Amsterdam, The Netherlands, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

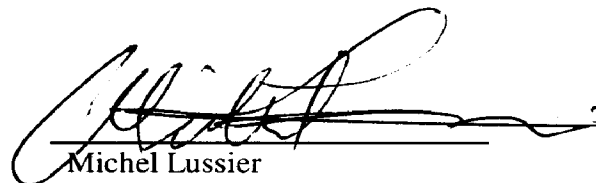
AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

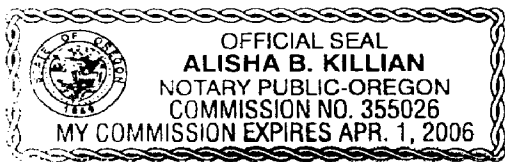
IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.


Inventor:


Michel Lussier

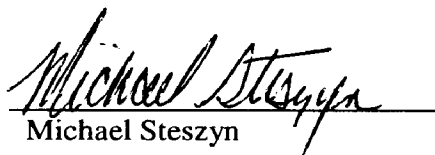
State of Oregon)
County of WASHINGTON) ss

Subscribed and sworn to before me, by the above-named Michel Lussier this 1st day of December, 2003.



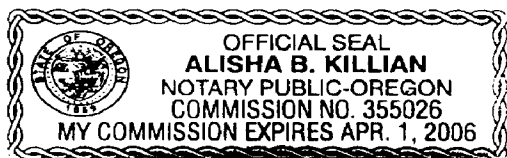

Notary Public
My Commission Expires: April 1, 2006

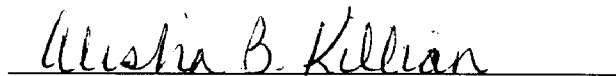
Inventor:


Michael Steszyn

State of Oregon)
County of WASHINGTON) ss

Subscribed and sworn to before me, by the above-named Michael Steszyn this 1st day of December, 2003.




Notary Public
My Commission Expires: April 1, 2006

Inventor: _____

INVENTOR. John P. Devlin
John P. Devlin

Commonwealth of Massachusetts)
County of SUFFOLK) ss

Subscribed and sworn to before me, by the above-named John P. Devlin this 29TH day of
JANUARY, ~~2003~~ 2004.

ERROL M. DOMINGUEZ
Notary Public
My Commission Expires
September 27, 2007

Errol M. Dominguez
Notary Public
My Commission Expires: 9/27/07

Inventor: _____
James S. K. Pelletier

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named James S. K. Pelletier this ____ day of
_____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Stuart R. Jang

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Stuart R. Jang this ____ day of
_____, 2003.

Notary Public
My Commission Expires: _____

2710756_1

John P. Devlin

Commonwealth of Massachusetts)
County of) ss

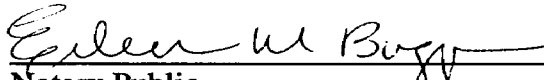
Subscribed and sworn to before me, by the above-named John P. Devlin this ____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: 
James S. K. Pelletier

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named James S. K. Pelletier this 29th day of Jan., 2003.


Notary Public
My Commission Expires: Feb. 4, 2005

EILEEN M. BUGGS
Notary Public
My Commission Expires February 4, 2005

Inventor: 
Stuart R. Jang

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Stuart R. Jang this ____ day of _____, 2003.

Notary Public
My Commission Expires: _____

2710756_1

John P. Devlin

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named John P. Devlin this ____ day of
_____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
James S. K. Pelletier

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named James S. K. Pelletier this ____ day of
_____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Stuart R. Jang

Commonwealth of Massachusetts)
County of NORFOLK) ss

Subscribed and sworn to before me, by the above-named Stuart R. Jang this 26th day of
January, 2003.

Notary Public
My Commission Expires: _____
JANE DICKEY
Notary Public
My Commission Expires
April 4, 2008

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