TO THE ASSISTANT COMMISSIONER FOR

1. Name of conveying party(ies): (If multiple assigners,

list numerically)

1) James H. Jannard Speiden Island, Washington

2) Hans Karsten Moritz

29 Bonita Vista, Foothill Ranch, CA 92610

102755412

Name and address of receiving party(ies):

cuments or copy thereof.

Name: OAKLEY, INC. **Internal Address:** Street Address: One Icon

City: Foothill Ranch State: CA ZIP: 92610

Additional name(s) of receiving part(ies) attached?

	() Yes (X) No
11111 1 () C () 1 (11111 1111 1111 1111	
Additional name(s) of conveying party(ies) attached?	
() Yes (X) No	
3. Nature of conveyance:	4. Application number(s) or Patent number(s):
J. Marie of Control and Control	
(X) Assignment	(X) Application(s) filed herewith Execution Date(s):
() Merger	1) May 10, 2003
() Security Agreement	2) April 27, 2004
() Change of Name	2) April 27, 2004 29205952
() Security Agreement	~ , <i>,</i>
() Other	() Patent Application No.: Filing Date:
Execution Date(s): (If multiple assignors, list execution dates in	
numerical order corresponding to number indicated in 1 above.)	() Patent No.:
1) May 10, 2004	Issue Date:
2) April 27, 2004	
	Additional numbers attached? () Yes (X) No
5. Name and address of party to whom correspondence concerning	7. Total Fee (37 CFR 3.41): \$40
document should be mailed:	
	(X) Enclosed
Name: Gregory Nelson	(X) Authorization to be charged to deposit account if any
WEEKS, KAUFMAN, NELSON & JOHNSON	additional fees are required, or to credit any
Internal Address: Suite 310	overpayment.
Street Address: 462 Stevens Ave.	•
City: Solana Beach State: CA ZIP: 92075	
Attorney's Docket No.: Monster Dog	8. Deposit Account Number: 500717 (access no. 1332)
	Please charge this account for any additional fees which
6. Total number of applications and patents involved: 1	May be required, or credit any overpayment to this account. (Attach duplicate copy of this page if paying by deposit account.
	(Attach duplicate copy of this page if paying by deposit account.
9. Statement and signature:	
·	
To the best of my knowledge and belief, the foregoing information is to	rue and correct, and any attached copy is a true copy of the original
document.	
Grone	5/21/2V
document. Gregory K. Nelson Name of Person Signing Signature	7/1/03/
Name of Person Signing Signature	Date '
46,953	
Registration No.	
-	

00000093 500717 29205952 05/28/2004 ECOOPER 01 FC:8021 40.00 DA

Mail documents to be recorded with required cover sheet information to: **Assistant Commissioner for Patents** Washington, D.C. 20231

> GREGORY K. NELSON WEEKS, KAUFMAN, NELSON & JOHNSON (858) 794-2140 Solana Beach, CA 92075

fax (858) 794-2141

Total number of pages including cover sheet, attachments, and documents: (3)

Unknown Herewith

Express Mail No.:

EV 306723813

DESIGN PATENT Attorney Docket No.: Unknown

Page 1

ASSIGNMENT

WHEREAS, We, James H. Jannard, a United States citizen, residing at Spieden Island, Washington and Hans Karsten Moritz, a United States citizen, residing at 29 Bonita Vista, Foothill Ranch, CA 92610 have invented certain new and useful improvements in the design and ornamentation of a EYEWEAR AND EYEWEAR COMPONENT for which We have executed an application for Letters Patent in the United States, on Even date herewith;

AND WHEREAS, Oakley, Inc. (herein after "ASSIGNEE"), a Washington Corporation, with its principal place of business at One Icon, Foothill Ranch, CA 92610, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations, thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

Unknown Herewith DESIGN PATENT

Attorney Docket No.: Unknown

Express Mail No.:

EV 306723813

Page 2

IN TESTIMONY WHEREOF, I set my	hand and seal hereunto this 10 ⁺ⁿ day of
'	JAMES H. JANNARD
On May 10, 2004 before me, June (W) H. Jannard personally known to me (or approved to me on the name(s) is/are subscribed to the within instrument, and acknow capacity(ies), and that by his signature(s) on the instrument the acted, executed the instrument.	personally appeared James basis of satisfactory evidence) to be the person(s) whose wledged to me that he executed the same in his authorized
WITNESS my hand and official seal. [SEAL] GINA CARRILLO Commission # 1264835 Notary Public - California Seal. Orange County My Comm. Expires May 22, 2004	Line Carrelle NOTARY SIGNATURE
IN TESTIMONY WHEREOF, I set my	hand and seal hereunto this 27th day of
STATE OF California) ss.	HAŃS KARSTEN MORITZ
COUNTY OF Orange On April 27,200 before me, Karsten Moritz personally known to me (or approved to me whose name(s) is/are subscribed to the within instrument, an authorized capacity(ies), and that by his signature(s) on the in the person(s) acted, executed the instrument.	on the basis of satisfactory evidence) to be the person(s) and acknowledged to me that he executed the same in his
WITNESS my hand and official seal.	Sur Camble
[SEAL] Contrassion # 1264835 Public - California Orange County Inly Comm. Expires May 22, 2004	GINA CARRILLO GOMENSSION # 1264835 AUTOR Hublic - California & Orange County Ny Comm. Expires May 22, 2004

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Unknown Herewith

DESIGN PATENT Attorney Docket No.: Unknown

Express Mail No.:

EV 306723816

Page 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):	James H. Jannard and Hans Karsten Moritz)
App. No.:	Unknown)
Filed:	Herewith)
For:	EYEWEAR AND EYEWEAR COMPONENT)))
Examiner:	Unknown))

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION AND **REVOCATION AND POWER OF ATTORNEY**

Assistant Commissioner for Patents Washington, D.C. 20231

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the inventor(s) to the Assignee. I have reviewed this Assignment, and to the best of the Assignee's knowledge and belief, the Assignee is the owner of the entire right, title and interest in the above-referenced application.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 § 1001, and that willful, false statements may jeopardize that validity of the application, or any patent issuing thereon.

Express Mail No.:

Unknown Herewith

EV 306723813

DESIGN PATENT

Attorney Docket No.: Unknown

Page 2

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints Gregory K. Nelson, Registration No. 46,953, 462 Stevens Ave., Suite 310, Solana Beach, California 92075, Telephone (848) 794-2140, as its attorney with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please direct all communications relative to said application to the following correspondence address:

Gregory K. Nelson
Weeks, Kaufman, Nelson & Johnson, LLP
462 Stevens Ave., Suite 310
Solana Beach, CA 92075

OAKLEY

Dated: MAY

11,2004

By:

Title:

President

Address:

One Icon

Foothill Ranch, CA 92610

Unknown Herewith

Express Mail No.:

EV 306723813

DESIGN PATENT Attorney Docket No.: Unknown

Page 1

ASSIGNMENT

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AND WHEREAS, Oakley, Inc. (herein after "ASSIGNEE"), a Washington Corporation, with its principal place of business at One Icon, Foothill Ranch, CA 92610, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations, thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

Unknown Herewith

DESIGN PATENT Attorney Docket No.: Unknown

Express Mail No.:

RECORDED: 05/21/2004

EV 306723813

Page 2

IN TESTIMONY WHEREOF, I set my hand and seal hereunto this 10^{10} day of JAMES H. JANNARD) ss. , personally appeared James H. Jannard personally known to me (or approved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are-subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(5) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Dun Carrel GINA CARRILLO Commission # 1264835 Notary Public - California 충 Orange County My Comm. Expires May 22, 2004 IN TESTIMONY WHEREOF, I set my hand and seal hereunto this 27¹¹ day of STATE OF <u>Calitornia</u>) ss. COUNTY OF <u>Overrige</u>)ss. __, personally appeared Hans Karsten Moritz' personally known to me (or approved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are-subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. [SEAL] CARRILLO NOTARY SIGNATURE rate assion # 1264835 🛶 Public - California Orange County CARRILLO viy Comm. Expires May 22, 2004 -ssion # 1264835 Fublic - California

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Orange County tv/y Comm. Expires May 22, 2004