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U.S. DEPARTMENT OF COMMERCE

10.4.04 Patent and Trademark Office

(Rev. 6-93)
OMB No. 0651-0011 (Rev. 4/94)



102855511

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party:
Lantz Simpson
Nathan Crary

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

2. Name and address of receiving party(ies)

Name: LL International Shoe Company, Inc.

Internal Address:

Street Address: 929 East 2nd Street, Suite 205

City: Los Angeles State: CA ZIP: 90012

Additional name(s) & address(es) attached: () Yes (X) No

3. Nature of conveyance:

- (X) Assignment () Merger
- () Security Agreement () Change of Name
- () Other _____

Execution Date: September 22, 2004

4. Application number(s) or patent number(s): 29/197,879

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

A. Patent Application No.(s) 29/197,879

B. Patent No.(s)

Additional numbers attached? () Yes (X) No

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

Name: Paul G. Juettner
Internal Address: Greer, Burns & Crain, Ltd.
300 South Wacker Drive
Suite 2500
Chicago, Illinois 60606

Street Address: _____

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached: () Yes (X) No

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

(X) Enclosed

(X) Authorized to be charged to deposit account only in the event proper payment is not enclosed.

8. Deposit account number:

07-2069

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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.

Paul G. Juettner

Name of Person Signing

Signature

September 29, 2004

Date

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

3

0419.68789

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

10/07/2004 MGETACHE 00000133 29197879

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ASSIGNMENT

WHEREAS, Lantz Simpson, a citizen of the United States, residing at 929 East 2nd Street, Suite 205, Los Angeles, California 90012, and Nathan Crary, a citizen of the United States, residing at 3843 N.W. 119th Terrace, Portland, Oregon 97229 hereinafter referred to as ASSIGNORS, have invented a certain ornamental design entitled:

WHEEL ELEMENT FOR A FOOTWEAR UPPER

for which application for Letters Patent of the United States has been filed on January 21, 2004, receiving Serial No. 29/197,879.

WHEREAS, LL International Shoe Company, Inc., a California Company, having a principal place of business at 929 East 2nd Street, Suite 205, Los Angeles, California 90012, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

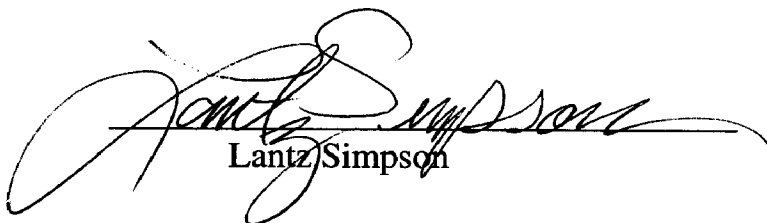
Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said utility application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNORS also assign all of their rights, titles and interests in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.

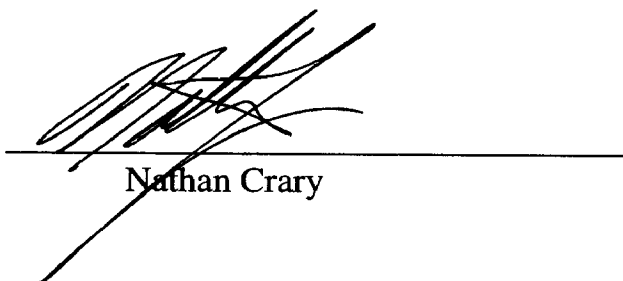
ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNORS further covenant that ASSIGNEE will, upon their request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or their legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

Date 9/22/04


Lantz Simpson

Date 9/22/04


Nathan Crary