

10-15-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

Attorney Docket No. SNK-002

10/06/04



102860647

1. Name of conveying party(ies):

Jeffrey A. Sink

2. Name and address of receiving party(ies):

Creative Footwear, Inc.
4025 Bohannon Drive
Menlo Park, California 94025

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

Additional name(s) & address(es) attached? Yes No

Corporation of: California

22390 U.S. PTO
10/959766

100604

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Other

Change of Name

Execution Date(s): October 6, 2004

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

10/959766

If this document is being filed together with a new application, the execution date of the application is: Oct. 6, 2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Terry McHugh
Law Offices of Terry McHugh
101 First Street - PMB 560
Los Altos, CA 94022

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: 13-0468
(for fee deficiency only)

10/12/2004 MBIZUNES 00000059 10959766

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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.

Terry McHugh

Name of Person Signing

Signature

October 6, 2004

Date

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

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, the undersigned, Jeffrey A. Sink, a resident of 154 Santiago Avenue, Redwood City, California 94061, hereinafter referred to as Assignor, has invented certain new and useful improvements in an invention entitled FLEXIBLE HINGED CLEAT, for which an application for Letters Patent was filed in the United States Patent and Trademark Office concurrently herewith, presently identified as Attorney Docket No. SNK-002;

WHEREAS, Creative Footwear, Inc., a corporation of the State of California referred to as Assignee, whose mailing address is 4025 Bohannon Drive, Menlo Park, California 94025, is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patent thereon when granted in the United States and foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by said Assignor from said Assignee, the receipt and sufficiency of which in full are hereby acknowledged by said Assignor:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignor; and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any foreign country, including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any of said application specifically identified herein, and in and to each and every reissue or extension of said Letters Patent.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee whereby said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of Letters Patent included herein, or for interference proceedings involving said invention and/or said improvements; (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor in lending such assistance and cooperation shall be paid by the Assignee.

