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Form PTO-1595	10-15-2004		J.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
10/01/04		SHEET	-	
10/06/07	(	1211 122) 122:	Attorney Docket No.	. SNK-002
Name of conveying party(ies):	102860647	2. Ivanie and address	s of receiving party(ies):	ρ
Jeffrey A. Sink			ootwear, Inc.	3. PTC 766
		4025 Boha Menlo Park	nnon Drive k, California 94025	
			,, James 1111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	22390 U.S. 10/95976
Additional name(s) of conveying party(ies)	Additional name(s) & a	address(es) attached? []Ye	s [X] <b>No</b>	
		Corporation of: Cali	fornia	
3. Nature of conveyance:				
[X] Assignment [ ] Security Agreement		[] Change of Na	ame	
[ ] Merger [ ] Other				
Execution Date(s): October 6, 2	2004			
4. Application number(s) or patent numb	er(s): 1()/959	766		
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)				
B. Fatelin Approach (e)				
Additional numbers attached? [] Yes [X] No				
Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of ap and patents involve	•	_1_
Terry McHugh		7. Total fee (37 CFR :	3.41)	\$_40.00
Law Offices of Terry McHug	ıh	[X] Enclosed [ ] Authorized to be	·	<u> </u>
101 First Street - PMB 560 Los Altos, CA 94022		deposit account		
203 Allos, CA 34022		8. Deposit account nu	mber:	13-0468
			(for fee defi	iciency only)
12/2004 MBIZUNES 00000059 10959766	DO NOT USE T	HIS SPACE		
FC:8021 40.00 OP				
9. Statement and signature.	f the femoral wife of			
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	Juny III	le Hanh	October 6, 2004	
Name of Person Signing	Signature	1009-1	Date	
Total number of pages including cover sheet, attachments, and document: 3				
			DATENT	

PATENT REEL: 015875 FRAME: 0486

## 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.

Page 1 of 2

- 3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.
- 4. Said Assignor hereby warrants and represents that he has not entered into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument this 6 day of October, 2004.

STATE OF CALIFORNIA

On this day of October, 2004, before me, Terry McHugh, a notary public, personally appeared Jeffrey A. Sink, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

My commission expires: January 13, 2005.

Attorney Docket No. SNK-002

RECORDED: 10/06/2004

Page 2 of 2

**PATENT** REEL: 015875 FRAME: 0488