

11-19-2004
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PATENT

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Joshua G. Kaplan
Patrick Y. Choe
Sean B. Murphy

Execution Date(s) November 10, 2004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: New Balance Athletic Shoe, Inc.

Internal Address: _____

Street Address: 20 Guest Street

City: Brighton

State: MA

Country: USA Zip: 02135

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Eva I. Tan

Internal Address: Goodwin Procter LLP

Street Address: 103 Eisenhower Parkway

City: Roseland

State: New Jersey Zip: 07068

Phone Number: 973.992.1990

Fax Number: 973.992.4643

Email Address: _____

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 06-0923

Authorized User Name _____

9. Signature:

Eva I. Tan
Signature

11/10/2004
Date

Eva I. Tan (Reg. No. 46,406)

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

11/18/2004 GTM11 00000055 060923 10985544

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ASSIGNMENT OF RIGHTS: PATENT APPLICATION

WHEREAS, WE,
 Joshua G. Kaplan,
 Patrick Y. Choo, and
 Sean B. Murphy

ASSIGNORS, citizens respectively of U.S.A., residing respectively at
 38 Clarendon Avenue Apartment #2, Somerville, MA 02144,
 22 Bigelow Street Apt. 3A, Cambridge, MA 02139, and
 50 Bradstreet Road, North Andover, MA 01845

are the inventors of the invention in **Fitting System for Children's Footwear**,

for which an application for a United States Patent was filed on _____ as Serial No.
 _____ and;

for which an application for a United States Patent is submitted herewith; and

WHEREAS, New Balance Athletic Shoe, Inc., whose address is **20 Guest Street, Brighton, MA 02135**,
ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention
 and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and
 other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said
ASSIGNORS, 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 in, to and under the said invention, and the said United States application and
 all divisions, renewals and continuations thereof, and all Patents of the United States which may be
 granted thereon and all reissues and extensions thereof; and all applications for industrial property
 protection, including, without limitation, all applications for patents, utility models, and designs which
 may hereafter be filed for said invention in any country or countries foreign to the United States, together
 with the right to file such applications and the right to claim for the same the priority rights derived from
 said United States application under the Patent Laws of the United States, the International Convention
 for the Protection of Industrial Property, or any other international agreement or the domestic laws of the
 country in which any such application is filed, as may be applicable; and all forms of industrial property
 protection, including, without limitation, patents, utility models, inventors' certificates and designs which
 may be granted for said invention in any country or countries foreign to the United States and all
 extensions, renewals and reissues thereof;

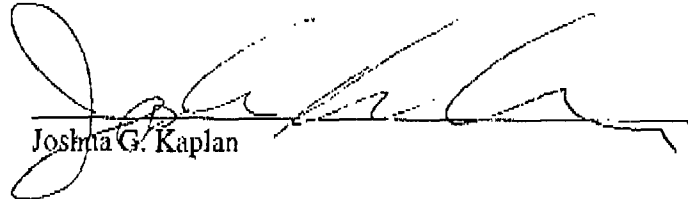
AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the
 United States, and any Official of any country or countries foreign to the United States, whose duty it is to
 issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to
 issue the same 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 have full right to convey the entire interest
 herein assigned, and that we have not executed, or will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign 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 protection for said invention in all countries.

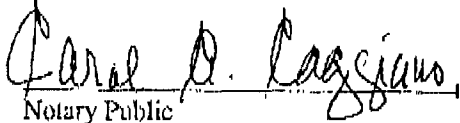
IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date: 11/10/04, 2004


Joshua G. Kaplan

On this 10th day of November, before me, Joshua G. Kaplan, the undersigned Notary Public, personally appeared the Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

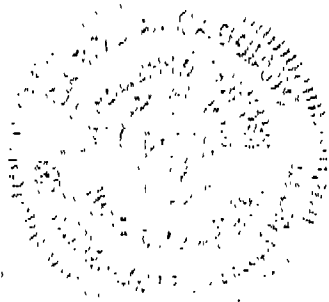
WITNESS my hand and official seal in Essex County of Massachusetts on the date set forth in this certificate.


Notary Public

CAROL A. CAGGIANO

My commission expires

March 24, 2006



Date: 11/10/2004 2004

[Signature]
Patrick Y. Choe

On this 10th day of November, before me, Patrick Y Choe, the undersigned Notary Public, personally appeared the Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in Essex County of Massachusetts on the date set forth in this certificate.

[Signature]
Notary Public

CAROL A. CAGGIANO

My Commission Expires

March 24, 2006

Date: 11/10/04 2004

[Signature]
Sean B. Murphy

On this 10th day of November, before me, Sean B. Murphy, the undersigned Notary Public, personally appeared the Assignor(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in Essex County of Massachusetts on the date set forth in this certificate.

[Signature]
Notary Public

CAROL A. CAGGIANO

My Commission Expires

March 24, 2006