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PATENTS ONLY

HEET

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)

David Wilkenfeld, Felicia Leoncelli

2. Name and address of receiving party(ies)

Name: Pointe Noir Pty Ltd.

Internal Address: _____

Street Address: _____

City: _____

State: _____

Country: Australia

Zip: _____

112941 U.S. PTO
29/239169

062605

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

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 19, 2005

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

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: Bradley M. Ganz

Internal Address: Ganz Law, P.C.

Street Address: P.O. Box 2200

City: Hillsboro

State: OR

Zip: 97123

Phone Number: (503) 844-9009

Fax Number: (503) 296-2172

Email Address: mail@ganzlaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed See attached Fee transmittal for application filed herewith
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5412
Expiration Date 09/2008

b. Deposit Account Number 50-1001

Authorized User Name (Use if credit rejected) _____

9. Signature:

Signature

9/26/05

Date

Bradley M. Ganz, Reg. No. 34,170

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 017054 FRAME: 0611

ASSIGNMENT OF PATENT APPLICATION

I/We, the undersigned, for good and valuable consideration, receipt of which is hereby expressly acknowledged, hereby sell, assign, and transfer unto Pointe Noir Pty Ltd, a foreign entity organized under the laws of Australia, as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to DANCE FOOTWEAR by David Wilkenfeld and Felicia Leoncelli described in a U.S. Design patent application, identified as Attorney Docket No. BCH-2.002.DES.2, at GANZ LAW P.C., P.O. Box 2200, Hillsboro, Oregon 97123. If the application number and filing date are unknown at the execution of this assignment, I/We authorize any attorney listed with GANZ LAW, P.C., USPTO Customer Number 022874, to insert here in parenthesis (application number: _____; date _____) the application number and filing date of said application when known. This assignment applies to the invention(s) and improvement(s) set forth therein; and to any and all related provisionals, non-provisionals, continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, including any applications claiming priority thereto; and to all the rights and privileges under any and all Letters Patent that may be granted therefor in any country; and to any reissues, or reexaminations, or extensions of said Letters Patent. I/We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns, and legal representatives, or to such nominees as it may designate.

I/We agree that when requested Assignor will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns, and legal representatives or nominees.

I/We authorize and empower said Assignee, its successors, assigns, and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

This assignment grants Assignee the right to pursue in its own name any claims for past, present, or future claims of infringement based on rights arising from patent applications, patents or other grants or applications for protection, or other proprietary rights related to the inventions and to exclusively retain any awards, settlements, or other remedies.

I/We hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention which may henceforth be substituted for it.

I/We covenant with said Assignee, its successors, assigns, and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that I/we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, I/we have hereunto signed my name on the day and year set forth below.

David Wilkenfeld 9/19/05
DAVID WILKENFELD DATE

We, the undersigned witnesses, do swear and affirm that: the above-named individual came before us and executed this assignment in our presence(s) on the date indicated; the individual is either personally known by us or proved his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed: [Signature] Home Zuck
Signature Printed Name

September 19, 2005
Date

[Signature] R. J. [Signature]
Signature Printed Name

September 17 2005
Date

IN WITNESS WHEREOF, I/we have hereunto signed my name on the day and year set forth below.

Felicia Leoncelli 9/19/05
FELICIA LEONCELLI DATE

We, the undersigned witnesses, do swear and affirm that: the above-named individual came before us and executed this assignment in our presence(s) on the date indicated; the individual is either personally known by us or proved his identity to us on the basis of satisfactory evidence; and who acknowledged to us that she executed the same of her own free will for the use and purposes therein set forth.

Witnessed: [Signature] Home Zuck
Signature Printed Name

September 19 2005
Date

[Signature] R. J. [Signature]
Signature Printed Name