

11-02-2005

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE

103111759

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) October 24, 2005

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

2. Name and address of receiving party(ies)Name: Pointe Noir Pty Ltd.Internal Address: Suite 2, Wharf 19-21Street Address: Jones Bay Wharf, Pirrama RoadCity: PymontState: NSWCountry: Australia Zip: 2009Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Bradley M. GanzInternal Address: Ganz Law, P.C.Street Address: P.O. Box 2200City: HillsboroState: OR Zip: 97123Phone Number: (503) 844-9009Fax Number: (503) 296-2172Email 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 Informationa. Credit Card Last 4 Numbers 5412Expiration Date 09/2008b. Deposit Account Number 50-1001Authorized User Name (Use if credit rejected)**9. Signature:**

Signature

October 24, 2005

Date

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

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 (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
 REEL: 017152 FRAME: 0352

10/28/2005 WABDELRI 00000128 29241182

04 FC:8021

40.00 DP

29/241182

102405

10-24-05

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, having a place of business at Suite 2, Wharf 19-21, Jones Bay Wharf, Pirrama Road, Pyrmont, AUSTRALIA, as Assignee, and to its successors, assigns, and legal representatives, the entire right, title and interest, for all countries, in and to: (a) any and all inventions set forth in a patent application entitled DANCE FOOTWEAR by David Wilkenfeld and Felicia Leoncelli, identified by Attorney Docket No. BCH-2.008.DES of GANZ LAW P.C., P.O. Box 2200, Hillsboro, Oregon 97123 (the "Patent Application"); (b) any and all other provisional and non-provisional patent applications covering any or all of said inventions (the "Other Applications"); (c) any and all patent applications claiming priority to the Patent Application and/or to the Other Applications, or from which the Patent Application or the Other Applications claim priority (the "Priority Applications"); (d) any and all continuing applications of the Patent Application, the Other Applications and the Priority Applications (including, without limitation, any and all continuations, continuations-in-part, or divisionals thereof); (e) any and all reissues, re-examinations and/or extensions relating to or of the Patent Application, the Other Applications or the Priority Applications, including, without limitation, any and all renewals of and/or substitutes thereof (collectively, the "Extensions") and (f) any and all rights and privileges that may be issued, granted or otherwise arise from, or relate to, in any country, any and all said inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights).

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.

Without limiting the generality of the foregoing, I/We request and agree that any and all patents relating to the Patent Application (or relating to any and all such Other Applications, Priority Applications, or Extensions) shall issue to said Assignee, or to its successors, assigns and legal representatives, or to such nominee(s) as Assignee may designate, as the sole owner of the entire right, title and interest in and to any and all said patents and said inventions thereby patented.

I/We agree that, when requested, I/we will, without charge to said Assignee but at its expense, execute additional assignments and all other writings, make all declarations and take all oaths, and do all other acts which Assignee may deem necessary, desirable or convenient (i) for perfecting, securing, maintaining, asserting, and enforcing any and all patents for, and other rights and privileges relating to, said inventions in any and all countries and (ii) for vesting the entire right, title and interest therein and thereto solely in said Assignee, its successors, assigns, and legal representatives, or such nominee(s) as Assignee may designate. I/We authorize and empower said Assignee, its successors, assigns, and legal representatives, or such nominee(s) as Assignee may designate, to invoke and claim in the Patent Application, the Other Applications, the Priority Applications and the Extensions, and in any and all other applications for patent or other form of protection for said inventions filed by or for it or them, the benefit of

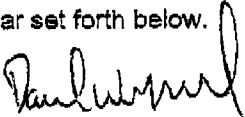
the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for or be an alternative to the Convention, and to invoke and claim such right of priority without further written or oral authorization from me/us.

This Assignment grants said Assignee (or its successors, assigns, and legal representatives, or nominee(s) as Assignee may designate) the sole right (a) to pursue in its own name any past, present, or future actions (including, without limitation, claims of infringement) based on any and all rights and privileges that may be issued, granted or otherwise arise from, or relate to, in any country, any and all said inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights) and (b) to exclusively retain any awards, settlements, or other remedies therefrom.

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 said Assignee (or its successors, assigns, and legal representatives, or nominee(s) as Assignee may designate) to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for the Convention. 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.

I/We agree that I/We will not execute any assignment, encumbrance or other writing, or do any other act, that conflicts (a) with this Assignment or (b) without limiting the generality of the foregoing, with any provision set forth herein.

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


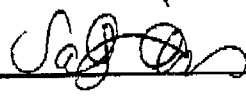


DAVID WILKENFELD

October 24, 2005
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:

	Lorne Zuck	October 24, 2005
Signature	Printed Name	Date
	Sally Mason	October 24, 2005
Signature	Printed Name	Date

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

Felicia Leoncelli
FELICIA LEONCELLI

October 24, 2005
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:

<u>[Signature]</u> Signature	<u>Lorne Zuck</u> Printed Name	<u>October 24, 2005</u> Date
<u>[Signature]</u> Signature	<u>Sally Mason</u> Printed Name	<u>October 24, 2005</u> Date