

11/9 12-09-2005

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PATENTS ONLY

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)

JOHN WALKER

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

2. Name and address of receiving party(ies)

Name: SUPERFEET WORLDWIDE LP

Internal Address: _____

Street Address: 1419 WHITEHORN STREET

City: FERNDALE

State: WA

Country: USA Zip: 98248

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

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

Execution Date(s) 11/22/2005

- 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)
29/236,599

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: TODD N. HATHAWAY

Internal Address: _____

Street Address: 119 N. COMMERCIAL STREET, SUITE 620

City: BELLINGHAM

State: WA Zip: 98225

Phone Number: 360-647-1976

Fax Number: 360-647-4530

Email Address: _____

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 (Check No. 6638)
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-1254

Authorized User Name _____

9. Signature:

Heather M. Olson

Signature

12-06-2005
Date

HEATHER M. OLSON
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

12/12/2005 ECINOPER 00000204 29236599

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(40.00 DP)

PATENT
REEL: 017317 FRAME: 0438

ASSIGNMENT

WHEREAS I, JOHN WALKER, (hereinafter referred to as "ASSIGNOR"), of 1419 Whitehorn Street of Ferndale, Washington, 98248, have made a new, original design for an ORTHOTIC SHOE INSERT for which invention ASSIGNOR has executed an application for Letters Patent of the United States, which application has been identified as Design Patent Application Serial No. 29/236,599, filed in the United States Patent and Trademark Office on 17 August 2005; and

WHEREAS, SUPERFEET WORLDWIDE LP, (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 1419 Whitehorn Street, Ferndale, Washington 98248, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the Ten Dollars (\$10.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, he has sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE'S legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, division, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE'S legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNOR also agrees that this Assignment includes ASSIGNOR'S Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNOR further agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNOR further agrees that he will, upon request by ASSIGNEE, but at ASSIGNEE'S expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said application or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

2005 Executed at Ferndale, Washington, this 22 day of November,



ASSIGNEE

Print Name: **John Walker**

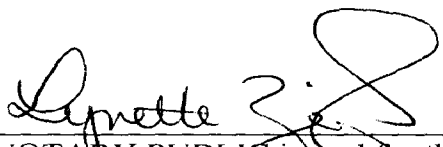
Address: **1419 Whitehorn Street
Ferndale, WA 98248**

STATE OF WASHINGTON)
County of Whatcom) ss.

On this 22 day of November, 2005 personally appeared before me, JOHN WALKER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND SEAL the day and year above first written.




NOTARY PUBLIC in and for the
State of Washington,
residing at Ferndale
My Commission Expires: 7/26/2007