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12-14-2005



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Pate.

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ed original documents or copy thereof.

1. Name of conveying party(ies):  
**Craig FELLER**

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other ( )

Execution Date: **November 29, 2005**

2. Name and address of receiving party(ies)  
 Name: **Ariat International, Inc.**  
 Internal Address:  
 Street Address: **3242 Whipple Road**  
 City: **Union City** State: **California** Zip: **94587**  
 Additional name(s) & address(es) attached? No  Yes

113262 U.S. PTO 29/244031



120205

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the application is: **November 29, 2005**

A. Patent Application No.(s) B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Cooley Godward LLP**  
 Internal Address: **Patent Group**  
 Street Address: **Five Palo Alto Square**  
**3000 El Camino Real**  
 City: **Palo Alto** State: **CA** Zip: **94306-2155**

6. Total number of applications and patents involved: **[1]**

7. Total fee (37 CFR 3.41)..... **\$40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **03-3117**

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 03-3117. This paper is submitted in duplicate.

DO NOT USE THIS SPACE

9. Statement and signature.  
*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.*

**William S. Galliani, Reg. 33,885**  
 Name of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date **Dec. 2, 2005**

Total number of pages including cover sheet, attachments, and documents: **[3]**

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office  
 P.O. Box 1450, Alexandria, VA 22313-1450

Express Mail Label Number: **EV 775242336 US**  
 Date of Deposit: **December 2, 2005**  
 12/07/2005 WASFAW1 00000001 29244031  
 04 FC:8021 **40.00 OP**

**ASSIGNMENT  
(Sole)**

**Craig FELLER**, residing at 29433 Gray Hawk Drive, Evergreen, Colorado 80439 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled:

**FOOTWEAR OUTSOLE**

and which is a:

- (1)  provisional application  
     (a)  to be filed herewith; or  
     (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; or
- (2)  non-provisional application  
     (a)  to be filed herewith; or  
     (b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_.

**WHEREAS, Ariat International, Inc.**, a corporation duly organized under and pursuant to the laws of **California**, and having its principal place of business at 3242 Whipple Road, Union City, California 94587 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 11.29.05

By:   
Craig FELLER