

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN HAWKER	03/30/2006
RECEIVING PARTY DATA	
Name:	STRATEGIC PARTNERS, INC.
Street Address:	13576 DESMOND ST.
City:	PACOIMA
State/Country:	CALIFORNIA
Postal Code:	91331
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29222817
Application Number:	29222905
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	15336
NAME OF SUBMITTER:	MARVIN H. KLEINBERG

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Total Attachments: 3
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PATENT APPLICATION ASSIGNMENT

THIS PATENT APPLICATION ASSIGNMENT (this "Assignment") is entered into effective as of NOV 30, 2006 (the "Effective Date"), by and between John Hawker, an individual, ("Assignor"), and Strategic Partners, Inc., a corporation organized and existing under the laws of the State of California ("Assignee").

WHEREAS, Assignor owns all right, title and interest in, to and under the Patent Applications (as defined below).

WHEREAS, Assignor wishes to assign its entire right, title and interest in, to and under the Patent Applications (as defined below) to Assignee.

NOW, THEREFORE, in consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, sells, conveys, transfers and sets over unto Assignee and its successors and assigns, Assignor's entire right, title and interest in, to and under, the patent applications listed below, for the United States of America and its territorial possessions and in all foreign countries:

United States Patent Application S.N. 29/222,817 entitled "FOOTWEAR SOLE"

United States Patent Application S.N. 29/222,905 entitled
"FOOTWEAR SOLE"

(including without limitation all patents issuing or claiming priority therefrom and any additions, substitutions, continuations, continuations in part, divisions, reissues, reexaminations, extensions, registrations, patent term extensions, supplementary protection certificates and counterparts and renewals thereof) (the "Patent Applications"), and together with all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation all causes of action (either in law or in equity) and all rights to sue, counterclaim, and recover damages for past, present and future infringement or other unauthorized use of any of the rights assigned or to be assigned under this Assignment, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patent Applications.

Assignor agrees to assist Assignee, its successors and assigns, or their legal representatives as reasonably requested to evidence, record and perfect the assignment of Patent Applications and otherwise to implement this Assignment. Assignor further agrees to provide Assignee, its successors and assigns, or their legal representatives such information as Assignee

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may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation or prosecution of the Patent Applications and any additions, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, registrations, patent term extensions, supplementary protection certificates and counterparts and renewals covering the Patent Applications; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Patent Applications including, but not limited to, testifying as to any facts relating to the Patent Applications assigned herein and this Assignment; and (3) in obtaining any additional patent protection for the Patent Applications that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or all foreign countries. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any instrument to which it is entitled under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact with full power of substitution to act for and on Assignee's behalf and Assignee's stead, to execute, deliver, record and perfect any such instrument or instruments and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

Assignor represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

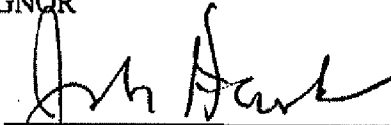
This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

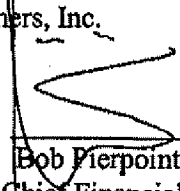
[Signatures located on the following page.]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below effective as of the Effective Date.

"ASSIGNOR"


Name: John Hawker
Date: 3/30/06

"ASSIGNEE"
Strategic Partners, Inc.


By:
Name: Bob Pierpoint
Title: Chief Financial Officer
Date: 3/30/06

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