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SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PARTY DATA							
N			ame	Execution Date			
Jon Munns				07/10/2006			
RECEIVING PARTY DATA							
Name:	Fox Racing, In						
Street Address:	18400 Sutter Blvd.						
City:	Morgan Hill						
State/Country:	CALIFORNIA						
Postal Code:	95037						
PROPERTY NUMBERS Total: 1							
Property Type			Number				
Application Number: 11458		068		88			
CORRESPONDENCE DATA							
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.							
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Correspondent Name: Bradley M. Ganz							
Address Line 1:P.O. Box 2200Address Line 2:GANZ LAW, P.C.							
Address Line 2: Address Line 4:	GANZ LAW, P.C. Hillsboro, OREGON 97123						
		, 0112					
ATTORNEY DOCKET NUMBER:			FOX-2.008.US				
NAME OF SUBMITTER:			Bradley M. Ganz, Reg. No. 34,170				
Total Attachments: 2 source=ASSIGNMENT8#page1.tif source=ASSIGNMENT8#page2.tif							

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 Fox Racing, Inc., of 18400 Sutter Blvd, Morgan Hill, CA 95037 a for-profit corporation incorporated under the laws of the state of California, 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 FOLD-OVER THERMAL LAMINATE FOR FOOTWEAR ; U.S. Serial No. 11/458,068, filed July 17, 2006, identified by Attorney Docket No. FOX-2.008.US, of GANZLAW 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-inpart, 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 U.S. Serial 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 where indicated above, the serial number and filing date of said application when known, and to make changes to the Attorney Docket No. listed herein.

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,

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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 name on the day and year set forth below.

JØŃ MUNNS

On this ______day of ______, 200___, before me personally came the above named individual(s) who is/are personally known by me or proved to me on the basis of satisfactory evidence to be the same individual(s) who executed the foregoing assignment, and who acknowledged to me that he/she/they executed the same of his/her/their own free will for the use and purposes therein set forth.

SS

Notary Public for		
My Commission	Expires:	

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RECORDED: 07/25/2006

STATE OF .

COUNTY OF