## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
		Name	Execution Date	
David Wilkenfeld			06/20/2006	
Felicia Leoncelli			06/20/2006	
RECEIVING PARTY DATA				
Name: Pointe	e Noir Pty Ltd			
	s Bay Wharf, F			
	Suite 2, Wharf 19-21,			
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	AUSTRALIA			
Property Type		Number		
Property Type Application Number:	2924			
Application Number:	JL			
Application Number: CORRESPONDENCE DATA Fax Number: (	(503)296-2172	2		
Application Number: CORRESPONDENCE DATA Fax Number: ( <i>Correspondence will be sent</i>	(503)296-2172 t via US Mail v	7193 2 2 2 when the fax attempt is unsuccessful.		
Application Number:   CORRESPONDENCE DATA   Fax Number: ( <i>Correspondence will be sent</i> Phone: 5	(503)296-2172 t via US Mail v 503-844-9009	7193 2 2 when the fax attempt is unsuccessful.		
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Application Number:   CORRESPONDENCE DATA   Fax Number: ( <i>Correspondence will be sent</i> Phone: 5   Email: 0   Correspondent Name: 6   Address Line 1: 6	(503)296-2172 ( <i>via US Mail v</i> 503-844-9009 docketing@ga Bradley M. Ga P.O. Box 2200	2 2 when the fax attempt is unsuccessful. anzlaw.com anz )		
Application Number:   CORRESPONDENCE DATA   Fax Number: ( <i>Correspondence will be sent</i> Phone: 5   Email: 0   Correspondent Name: 6   Address Line 1: 6	(503)296-2172 t <i>via US Mail v</i> 503-844-9009 docketing@ga Bradley M. Ga P.O. Box 2200 GANZ LAW, F	7193 2 <i>when the fax attempt is unsuccessful.</i> anzlaw.com anz ) 2.C.		
Application Number:   CORRESPONDENCE DATA   Fax Number: ( <i>Correspondence will be sent</i> Phone: 5   Email: 0   Correspondent Name: 6   Address Line 1: 6	(503)296-2172 ( <i>via US Mail v</i> 503-844-9009 docketing@ga Bradley M. Ga P.O. Box 2200	7193 2 <i>when the fax attempt is unsuccessful.</i> anzlaw.com anz ) 2.C.		
Application Number:   CORRESPONDENCE DATA   Fax Number: ( <i>Correspondence will be sent</i> Phone: 5   Email: 0   Correspondent Name: 6   Address Line 1: 6	(503)296-2172 t <i>via US Mail v</i> 503-844-9009 docketing@ga Bradley M. Ga P.O. Box 2200 GANZ LAW, F Hillsboro, ORE	7193 2 <i>when the fax attempt is unsuccessful.</i> anzlaw.com anz ) 2.C.		

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## PATENT REEL: 017995 FRAME: 0349

PATENT REEL: 017995 FRAME: 0350

## 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-2.006.DES.3 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: <u>29/247,193</u>; filed <u>June 5, 2006</u>) 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. I/We authorize and empower 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. 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

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> PATENT REEL: 017995 FRAME: 0351

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  $\mathsf{below}_{\!x}$ 

DAVID WILKENFELD

2062006

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.

Witnessec ainas 20 Signature Signate

Page 2 of 3 – ASSIGNMENT Attorney Docket No. BCH-2.006.DES.3 IN WITNESS WHEREOF, I/we have hereunto signed my name on the day and year set forth below.

1006 onno FÉLICIA LEONCELL

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>20|6|700(</u> Date MARK UDUE® Signature )UOY 5 Printed Name Solonion 2006

Page 3 of 3 – ASSIGNMENT Attorney Docket No. BCH-2.006.DES.3

**RECORDED: 07/25/2006**