

09-27-2006



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To the Director of the U.S. Patent and Trademark Office

103313181

Related documents or the new application must be filed below.

FINANCE SECTION

1. Name of conveying party(ies)

SUPERFEET W, L.L.P.

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

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

Execution Date(s) 11/04/2003

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: SUPERFEET WORLDWIDE, L.P.

Internal Address:

Street Address: 1419 WHITEHORN STREET

City: FERNDALE

State: WA

Country: U.S.A. Zip: 98248-8923

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

SEE ATTACHED SHEETS

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 ST. #620

City: BELLINGHAM

State: WA Zip: 98225

Phone Number: 360-647-1976

Fax Number: 360-647-4530

Email Address: patents@hathlaw.com

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 600.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☒ Enclosed *overpayments / underpayments*
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-1254
overpayments / underpayments
Authorized User Name _____

9. Signature:

09/26/2006 DBYRNE 00000206 5507836

Signature

Date

600.00.00

TODD N. HATHAWAY

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

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

U.S. Utility Patents

<u>Patent No.</u>	<u>Title</u>
5,507,056	Apparatus for Form-Fitting Shoes and Other Articles of Footwear
5,184,409	Orthotic Insert and Method of Making the Same
5,722,186	Orthotic Insert Having Adjustable Angular Orientation
6,070,342	Contoured Insole For Footwear

U.S. Design Patents

<u>Patent No.</u>	<u>Title</u>
D418,666	Removable Shoe Insole
D411,251	Hinged Spreader Assembly with Overlay Shells For Shoes and Boots
D405,369	Display Box
D351,496	Shoe Insert Member
D352,158	Shoe Insert Member
D361,510	Display Package For Shoe Inserts
D360,816	Boot and Shoe Expander
D341,021	Ski Boot Insert Member
D341,706	Ski Boot Insert Member
D382,103	Hinged Spreader Assembly for Shoes and Boots
D332,003	Orthotic Insert for Shoes

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Tracking ID: 637329
Doc No: 317108-001

FILED
SECRETARY OF STATE
SAM REED

DEC 2, 2003

STATE OF WASHINGTON

ARTICLES OF MERGER

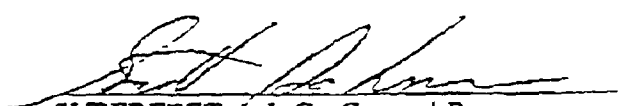
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Pursuant to RCW 25.10.320, the surviving limited partnership, SUPERFEET WORLDWIDE, L.P., in the merger between the SUPERFEET W, L.L.P. and SUPERFEET WORLDWIDE, L.P., has set forth the following:

1. The "Agreement and Plan of Merger Between SUPERFEET WORLDWIDE, L.P., and SUPERFEET W, L.L.P.", is attached hereto as Exhibit "A";
2. All of the Members of the SUPERFEET WORLDWIDE, L.P. have agreed to this merger as is evidenced by their signatures on the attached Exhibit "A"; and
3. All of the Members of SUPERFEET W, L.L.P. have duly approved this merger as is evidenced by their signatures on the attached Exhibit "A."
4. Both parties have complied with the requirements of RCW 25.10.300, 25.10.310, 25.10.320, 25.05.370, 25.05.375 and 25.05.380.

DATED this 4 day of November, 2003.

SUPERFEET WORLDWIDE, L.P.


SUPERFEET, L.L.C., General Partner
By: SCOTT I. DOHNER, Manager of
SUPERFEET, L.L.C.

ARTICLES OF MERGER.

EXHIBIT "A"
AGREEMENT AND PLAN OF MERGER
BETWEEN
SUPERFEET WORLDWIDE, L.P.
AND
SUPERFEET W, L.L.P.

This Agreement made and entered into this 4 day of November, 2003, between SUPERFEET WORLDWIDE, L.P., a Washington limited partnership, and SUPERFEET W, L.L.P., a Washington limited liability partnership.

RECITALS

A. SUPERFEET WORLDWIDE, L.P., and SUPERFEET W, L.L.P. are owned by the same owners, SUPERFEET-IN-SHOE SYSTEMS, INC., SUPERFEET, L.L.C., SCOTT I DOHNER, CHRISTOPHER E. SMITH, RANDAL J. CURRAN and GERRIT BYEMAN, and in the same proportions; and

B. SUPERFEET W, L.L.P. has resolved to merge into the SUPERFEET WORLDWIDE, L.P. pursuant to RCW Section 25.10.800 and 25.05.370; and

C. SUPERFEET WORLDWIDE, L.P. has resolved to merge with SUPERFEET W, L.L.P.

AGREEMENT

The Parties agree as follows:

1. Name of Merging Entities. The entities participating in this merger are SUPERFEET WORLDWIDE, L.P. and SUPERFEET W, L.L.P.

2. Name of Surviving Entity. The surviving entity shall be SUPERFEET WORLDWIDE, L.P. and shall be governed by its existing Limited Partnership Agreement which has been signed by all Partners. SUPERFEET W, L.L.P. shall terminate.

AGREEMENT AND PLAN OF MERGER - 1

3. Approval by SUPERFEET W, L.L.P. Pursuant to RCW 25.05.375, all the Partners of SUPERFEET W, L.L.P. have executed this Agreement signifying their approval of this merger. The Partners of SUPERFEET W, L.L.P. are SUPERFEET-IN-SHOE SYSTEMS, INC., SUPERFEET, L.L.C., SCOTT I. DOHNER, CHRISTOPHER E. SMITH, RANDAL J. CURRAN and GERRIT BYEMAN.

4. Approval by SUPERFEET WORLDWIDE, L.P. Pursuant to RCW 25.10.810, all of the Partners of SUPERFEET WORLDWIDE, L.P. have executed this Agreement signifying their approval of this merger. The Partners of SUPERFEET WORLDWIDE, L.P. are SUPERFEET-IN-SHOE SYSTEMS, INC., SUPERFEET, L.L.C., SCOTT I. DOHNER, CHRISTOPHER E. SMITH, RANDAL J. CURRAN and GERRIT BYEMAN.

5. Terms and Conditions of Merger. In order to consolidate two entities held by the same owners in the same proportion, SUPERFEET W, L.L.P. will assign all of its assets and delegate all of its duties and liabilities to SUPERFEET WORLDWIDE, L.P. After the merger, the same owners will own the same proportion of all of the properties as before, but as one entity, SUPERFEET WORLDWIDE, L.P.

6. Manner of conversion. All assets of the SUPERFEET W, L.L.P. shall be assigned to SUPERFEET WORLDWIDE, L.P.

7. Further Instruments. Each party shall execute and deliver such further instruments as may be reasonably requested by any other party to carry out the purpose and intent of this Agreement.

8. Closing. The transfers contemplated by this Agreement shall take place at the principal office of the Corporation within a reasonable time.

DATE: November 4, 2003.

SUPERFEET WORLDWIDE, L.P.

SUPERFEET W, L.L.P.

SUPERFEET-IN-SHOE SYSTEMS, INC.

SUPERFEET-IN-SHOE SYSTEMS, INC.


By: DENNIS N. BROWN, President


By: DENNIS N. BROWN, President

SUPERFEET, L.L.C.

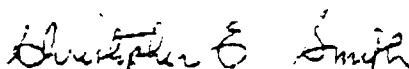
SUPERFEET, L.L.C.

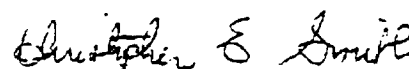

By: SCOTT I. DOHNER, Manager



By: SCOTT I. DOHNER, Manager

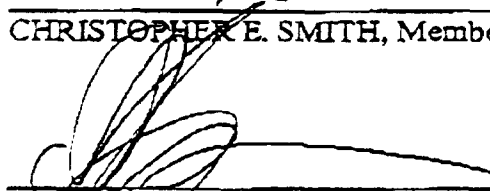

SCOTT I. DOHNER, Partner



SCOTT I. DOHNER, Partner


CHRISTOPHER E. SMITH, Partner


CHRISTOPHER E. SMITH, Member


RANDAL I. CURRAN, Partner


RANDAL I. CURRAN, Member


GERRIT BYEMAN, Partner


GERRIT BYEMAN, Member