

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Matthew R. Pauk	03/07/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	New Balance Athletic Shoe, Inc.
<b>Street Address:</b>	20 Guest Street
<b>City:</b>	Brighton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02135
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29269173
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 1:</b>	599 Lexington Avenue, 26th Fl.
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<b>ATTORNEY DOCKET NUMBER:</b>	066149-169529 (827-DES)
<b>NAME OF SUBMITTER:</b>	Betsy Kingsbury Dowd
<b>Total Attachments: 2</b>	
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CH \$40.00 29269173

ASSIGNMENT OF RIGHTS: PATENT APPLICATION

WHEREAS, I, Matthew R. Pauk, ASSIGNOR, a citizen of the United States residing at 4 Carriage Hill Road, Bradford, Mass. 01835, am the sole inventor of the invention for Shoe Sole

[x] for which an application for a United States Design Patent was filed on November 22, 2006 Serial no. [ ] for which an application for a United States Patent was executed on

WHEREAS, New Balance Athletic Shoe, Inc. 20 Guest Street, Brighton, Mass. 02135, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that we have not executed, or will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7 day of MARCH, 2007.

Matthew R. Pauk (Signature)

On this 7th day of March, before me, Carol A. Caggiano, the undersigned Notary Public, personally appeared Matthew R. Pauk, Assignor, personally known to me (or proved to me on the

basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in Essex County of Massachusetts on the date set forth in this certificate.

Carol A. Caggiano  
Notary Public