U.S. PTO

11/973529 10/09/2007 U.S. DEPARTMENT OF COMMERCE Form PTO-159' 10-22-2007 United States Patent and Trademark Office OMB No. 0651-RM COVER SHEET **IS ONLY** 103455166 se record the attached documents or the new address(es) below. To the Dire Name and address of receiving party(ies) 1. Name of conveying party(ies): John Mosher Mercury International Trading Corporation Internal Address: Additional name(s) of conveying party(ies) attached? X No Street Address: 3. Nature of conveyance/Execution Date(s): 19 Alice W. Agnew Drive Execution Date(s): October 5, 2007 Change of Name x Assignment Merger Joint Research Agreement Security Agreement City:_ North Attleboro Government Interest Assignment Massachusetts State: Executive Order 9424, Confirmatory License 02761 Country: United States of America Zip: Additional name(s) & address(es) x No Other attached: X This document is being filed together with a new application. 4. Application or patent number(s): A. Patent Application No.(s) B. Patent No.(s) This application entitled: Footwear With Pivoting Tongue Additional numbers attached? Yes 6. Total number of applications and 5. Name and address to whom correspondence 1 concerning document should be mailed: patents involved: Name: Shannon Pratt WOLF, GREENFIELD & SACKS, P.C. 40.00 7. Total fee (37 CFR 1.21(h) & 3.41) \$ Authorized to be charged by credit card Internal Address: Street Address: Federal Reserve Plaza Authorized to be charged to deposit account 600 Atlantic Avenue **Enclosed** X None required (government interest not affecting title) Boston City: 8. Payment Information Zip: 02210-2206 MA a. Credit Card Last 4 Numbers State: (617) 646-8000 **Expiration Date** 10/11/2007 SFELEKEI 00000044 11973529 Phone Number: (617) 646-8646 b. Deposit Account Number Fax Number: **Authorized User Name** spratt@wolfgreenfield.com Email Address: 9. Signature: October 9, 2007 Date Total number of pages including cover Shannon Pratt - 55,548 3 sheet, attachments, and documents: Name of Person Signing

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned hereby:

- 1. Sell, assign and transfer to Mercury International Trading Corporation, a Massachusetts corporation having a place of business at 20 Alice W. Agnew Drive, North Attleboro, MA 02763, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office herewith, bearing Attorney Docket No. M0323.70020US00, and entitled FOOTWEAR WITH PIVOTING TONGUE, and in and to said application and all non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States or any other jurisdiction on said inventions, including the right to apply for patent rights in each foreign country and all rights to priority;
- 2. Agree that said Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, I agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to me relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;
- 3. Request the Honorable Director of the United States Patent and Trademark Office to issue said Letters Patent to said Assignee;
- 4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation;
- 5. Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me; and
- 6. Appoint Assignee, through its designee, my attorney-in-fact to execute, in my name and on my behalf, any and all documents required to effectuate this Assignment, specifically including, but not limited to, those documents specified above and any necessary corrective assignments.

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PATENT REEL: 020001 FRAME: 0485

This instrument is executed under seal.		
	nventor: Address:	John Moshed 13 West Elm Street Hopkinton, MA 01748
Citiz	zenship:	United States of America
STATE/COMMONWEALTH OF MASSACHUSETTS: COUNTY OF BRISTOL: On this 5th day of October of the undersigned notary public, personally appeared John Mosher, proved to me through satisfactory evidence of identification, which were MASS, DRIVERS LIGENSE, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.		
Seal	-	Miller Joines Notary Public
	1	My Commission Expires 10/18/2007

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RECORDED: 10/09/2007

PATENT REEL: 020001 FRAME: 0486