

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Joseph F. McMillan	07/29/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ESOLES, L.L.C.
<b>Street Address:</b>	9376 E. Bahia Drive
<b>Internal Address:</b>	Suite D-101
<b>City:</b>	Scottsdale
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85260
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29322072
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(978)526-8062
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	George A. Herbster
<b>Address Line 1:</b>	40 Beach Street
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<b>Address Line 4:</b>	Manchester, MASSACHUSETTS 01944
<b>ATTORNEY DOCKET NUMBER:</b>	F60-016
<b>NAME OF SUBMITTER:</b>	George A. Herbster

Total Attachments: 3  
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**PATENT**  
**REEL: 021307 FRAME: 0469**

**OP \$40.00 29322072**



## A S S I G N M E N T

WHEREAS I, **Joseph F. McMillan** of **1104 NW 15th Avenue, Portland, OR 97209**, a citizen of the **United States of America** (hereinafter called **Assignor**) have invented certain new and useful improvements in A **FOOTBED**, which application was executed on even date herewith; and

WHEREAS **ESOLES, L.L.C.**, a corporation duly organized under the Laws of the **State of Arizona**, located at **9376 E. Bahia Drive, Suite D-101, Scottsdale, County of Maricopa, Arizona**, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Design Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration, **Assignor** has sold, assigned and transferred and by these presents does sell, assign and transfer unto the said **ESOLES, L.L.C.**, its successors and assigns, the full and exclusive right, title and interest in and to said invention and in and to said patent application in the United States of America and its territorial possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Design Patents which may be granted therefor in the United States of America or in any and all said foreign countries and in and to any and all divisions, continuations, renewals, substitutions or reissues, and extensions thereof for the full term or terms for which the same may be granted;

**Assignor** hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

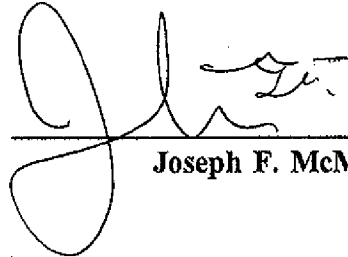
**Assignor** hereby authorizes and requests the Patent and Trademark Office officials in the United States of America and any and all foreign countries to issue any

and all of said Design Patents, when granted, to said **ESOLES, L.L.C.** as the assignee of **Assignor's** entire right, title and interest in and to the same for the sole use and behoof of said **ESOLES, L.L.C.**, its successors and assigns, to the full end of the term for which any of said Design Patents may be granted as fully and entirely as the same would have been held by **Assignor** had this assignment and sale not been made;

Further, **Assignor** agrees to communicate to **ESOLES, L.L.C.** or its representatives any facts known to **Assignor** respecting said invention, to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuation, substitution, renewal and reissue applications, to execute all necessary assignment papers to cause any and all of said Design Patents to be issued to said **ESOLES, L.L.C.**, to make all rightful oaths and generally to do everything possible to aid said **ESOLES, L.L.C.**, its successors and assigns to obtain and enforce proper protection for said invention in the United States of America and in any and all foreign countries without further compensation, but at the expense of **ESOLES, L.L.C.**, its successors, assigns or other legal representatives; and

**Assignor** hereby appoints the Secretary or any other officer of **ESOLES, L.L.C.** as **Assignor's** attorney-in-fact and agent to execute all documents required or appropriate to perfect or enforce all rights assigned under this Agreement and further authorizes **Assignor's** attorney and attorneys and the attorney and attorneys for **ESOLES, L.L.C.** to register this assignment in any and all countries.

IN TESTIMONY WHEREOF **Joseph F. McMillan** hereunto sets his hand and seal this 29<sup>th</sup> day of July, 2008.



\_\_\_\_\_  
**Joseph F. McMillan**

State of Oregon )

Multnomah County )

) ss:  
)

On this 29<sup>th</sup> day of July, 2008, then personally appeared before me the above-named **Joseph F. McMillan** known to me through satisfactory evidence of identification [ ] employee identification card; [] driver's license; [ ] (other) Joseph McMillan III to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.

(Notarial Seal)



\_\_\_\_\_  
Notary Public

My commission expires: March 29<sup>th</sup> 2011

