

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Mr. David Issler | 12/04/2008 |
| RECEIVING PARTY DATA | |
| Name: | Sofft Shoe Company, Inc. |
| Street Address: | 100 Brickstone Square |
| Internal Address: | Suite 502 |
| City: | Andover |
| State/Country: | CONNECTICUT |
| Postal Code: | 01810 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 29329165 |
| CORRESPONDENCE DATA | |
| Fax Number: | (203)787-5818 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 2037870595 |
| Email: | dchen@delpet.com |
| Correspondent Name: | David Chen Delio and Peterson LLC |
| Address Line 1: | 121 Whitney Avenue |
| Address Line 4: | New Haven, CONNECTICUT 06510-1214 |
| ATTORNEY DOCKET NUMBER: | SOFF100339000 |
| NAME OF SUBMITTER: | David Chen |
| Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif | |

OP \$40.00 29329165

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PATENT
REEL: 021954 FRAME: 0738

ASSIGNMENT

Whereas, I, David C. Issler, who resides at 100 Brickstone Square, Suite 502, Andover, Massachusetts, have made certain inventions and discoveries set forth in an application for Letters Patent of the United States of America entitled Uppers For A Shoe, which application was executed by me on the 4th day of December, 2008, and is identified by DeLIO & PETERSON, LLC Docket No. SOFF100339000.


Whereas, Söfft Shoe Company, Inc., a Massachusetts corporation, whose address is 100 Brickstone Square, Suite 502, Andover, Massachusetts, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, right, benefits and privileges hereinafter recited:

Now, Therefore, for valuable consideration furnished by Assignee to me, the receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at its expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents

including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have signed my name below, this 4 day of 12-08, 2008.



David C. Issler

STATE OF CONNECTICUT

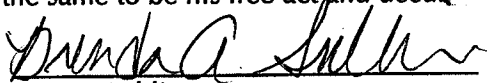
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) ss:

COUNTY OF NEW HAVEN

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On this 4th day of December, 2008, before me appeared David C. Issler, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Notary Public

Brenda A. Sullivan

NOTARY PUBLIC

State of Connecticut

My Commission Expires 7/31/2012

(SEAL)