

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
Paul S. Grote			01/05/2009
RECEIVING PARTY DATA			
Name:	New Balance Athletic Shoe, Inc.		
Street Address:	5 South Union Street		
City:	Lawrence		
State/Country:	MASSACHUSETTS		
Postal Code:	01841		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	29312462		
CORRESPONDENCE DATA			
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	066149-834-DES		
NAME OF SUBMITTER:	Betsy Kingsbury Dowd		
Total Attachments: 3			
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PATENT
REEL: 022095 FRAME: 0546

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 5th day of January, 2009, by Paul S. Grote (hereinafter referred to as Assignor), residing at 4216 Delaney Street, Cincinnati, Ohio 45223;

WHEREAS, Assignor has invented certain new and useful improvements in PORTION OF A SHOE SOLE, set forth in a Design application for Letters Patent of the United States, already filed on October 22, 2008 as U.S. Application No. 29/312,462; and

WHEREAS, New Balance Athletic Shoe, Inc., a organized under and pursuant to the laws of Massachusetts having its principal place of business at 5 South Union Street, Lawrence, Massachusetts 01841 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Design application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GOODWIN PROCTER LLP

All practitioners at Customer Number 024964

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

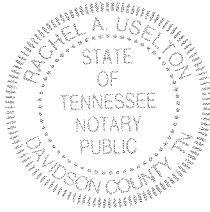

Paul S. Grote

Date: January 5th, 2009

United States of America)
State of TN) ss.:
County of Davidson)

On this 5th day of January, 2009, before me personally came Paul S. Grote, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public



MY COMMISSION EXPIRES:
November 14, 2009