

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Martin Keen	11/17/2002
RECEIVING PARTY DATA	
Name:	Keen LLC
Street Address:	926 NW 13th Avenue, Suite 210
City:	Portland
State/Country:	OREGON
Postal Code:	97209
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10393675
CORRESPONDENCE DATA	
Fax Number:	(206)359-9171
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206)359-8171
Email:	nkoppelman@perkinscoie.com
Correspondent Name:	Perkins Coie LLP
Address Line 1:	P.O. Box 1247
Address Line 2:	Patent - SEA
Address Line 4:	Seattle, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	61358-8007US
NAME OF SUBMITTER:	Nathan J. Koppelman
Total Attachments: 4 source=Assignment (Keen to Keen LLC)#page1.tif source=Assignment (Keen to Keen LLC)#page2.tif source=Assignment (Keen to Keen LLC)#page3.tif source=Assignment (Keen to Keen LLC)#page4.tif	

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EXHIBIT B

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 17 day of ~~October~~, 2002, by and between MARTIN KEEN, (the "Assignor") and KEEN LLC, a California limited liability company (the "Company"). The parties hereto agree as follows:

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AGREEMENT

1.

(a) Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the technology and product designs described in Attachment A attached hereto and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights. Assignor further hereby grants the Company a perpetual, exclusive, worldwide, royalty-free, irrevocable license to all right, title and interest in the "Keen" name. The rights set for in this Section 1(a) are collectively referred to herein as the "Property."

(b) In consideration for such transfer of the Property, the Company shall issue to Assignor three hundred sixty (360) Units (the "Payment"). Assignor hereby acknowledges that he retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of the Property.

2. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to

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the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Assignor represents and warrants to the Company that, except as indicated in **Attachment B**, (a) Assignor is the owner of the Property and has full right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) to Assignor's knowledge, all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) to Assignor's knowledge, none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (e) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (f) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

5. Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. This Agreement and the Attachments attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

7. This Agreement will be governed and construed in accordance with the laws of the State of California as applied to transactions taking place wholly within California between California residents. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in [ ] County, California for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

8. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

9. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

10. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this ASSIGNMENT AGREEMENT as of the date set forth above.

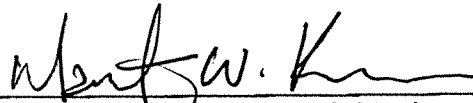
KEEN LLC :

By: 

Rory W. Fuerst

Title: Chief Executive Officer

ASSIGNOR

  
Martin Keen, an individual

**ATTACHMENT A**

**DESCRIPTION OF PROPERTY AND PRODUCT DESIGN**

**TO:** KEEN LLC  
**FROM:** Martin Keen  
**DATE:** <sup>mk</sup> ~~October~~ 17, 2002  
**SUBJECT:** <sup>November</sup> Description of Technology and Product

Any and all rights to the design, concepts, business plan or related trade names and trade dress associated with the sandal commonly referred to by the Company, RoFu Design and Martin Keen as the "Keen Sandal." For clarity, pictures of several iterations of the "Keen Sandal" are attached.

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