

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mark Recchi	04/20/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Rocky Brands, Inc.
Street Address:	39 East Canal Street
City:	Nelsonville
State/Country:	OHIO
Postal Code:	45764
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29335793
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	2424900-177433
NAME OF SUBMITTER:	Richard M. Mescher
Total Attachments: 2 source=assign#page1.tif source=assign#page2.tif	

CH \$40.00 29335793

## ASSIGNMENT

Whereas, I, **Mark Recchi**, have solely invented certain new and ornamental improvements in a "**Shoe Sole**", for which I am contemporaneously filing a United States patent application number (Porter, Wright, Morris & Arthur Docket No. 2424900-177433);

And whereas, **Rocky Brands, Inc.**, having a mailing address of 39 East Canal Street, Nelsonville, Ohio 45764, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, refiled or reissue applications made in the United States of America and all other Nations which may result from said invention and information disclosed in said application, and any and all Letters Patent of the United States and other Nations which may be issued therefrom;

Now, therefore, in accordance with my employment agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, I, **Mark Recchi**, do hereby sell, assign and transfer to **Rocky Brands, Inc.** the entire and undivided right, title and interest in and to my invention of new and ornamental improvements in and to a "**Shoe Sole**", said application for patent, the invention therein described, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any patent for said invention in the United States of America and in any and all foreign countries, any and all other applications for patent on said invention, in whatsoever countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said patent application or related thereto; any and all patents that may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, or continuations of patents granted for said invention or upon said applications, to the full end of the term or terms for which said patents may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or patent therefor, all to be held by **Rocky Brands, Inc.**, and its successors and assigns, all the same as I would have held and enjoyed had this Assignment not been made.

I hereby authorize and grant the right to **Rocky Brands, Inc.** to file and prosecute patent applications in any or all countries on all or any part of said invention in my name or in the name of **Rocky Brands, Inc.** or otherwise, as **Rocky Brands, Inc.** may deem advisable under any international convention, treaty, or agreement or otherwise.

I hereby request and authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any patent for said invention to **Rocky Brands, Inc.**, as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment.

I hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; I covenant that I will not execute,

grant, or transfer any rights or interests inconsistent herewith, I bind myself, my heirs, executors, administrators and legal representatives to execute and deliver to **Rocky Brands, Inc.**, and its successors and assigns, any further documents or instruments and to perform any and all further acts that may be deemed necessary to enable it, and its successors and assigns, to file applications for patent for said invention in any country in which it may elect to file such applications, and to vest in **Rocky Brands, Inc.**, and its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to vest in **Rocky Brands, Inc.**, and its successors and assigns; and I further covenant and agree, for myself and my executors, administrators and legal representatives, that I and they will, upon request, communicate to **Rocky Brands, Inc.**, and its successors and assigns, any facts relating to said invention and the history thereof, known to me or them and that I and they will testify as to the same in any proceeding, interference or litigation when requested to do so by to **Rocky Brands, Inc.**, and its successors and assigns.

Inventor:

Mark Recchi

Inventor's Signature:



Date Signed:

4/30/09