## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Seth Campbell	11/30/2009
Nicholas Cohen	11/30/2009

#### **RECEIVING PARTY DATA**

Name:	Upper Echelon Shoes LLC
Street Address:	52-16 Barnett Avenue
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11104

#### PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D549439
Patent Number:	D567490

### **CORRESPONDENCE DATA**

Fax Number: (954)761-8112

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: Fort Lauderdale, FLORIDA 33302

ATTORNEY DOCKET NUMBER:	817200.1
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NAME OF SUBMITTER: Thomas L. Kautz

Total Attachments: 4

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WHEREAS, Seth Campbell, an individual with a residence at 200 East 69<sup>th</sup> Street, Apt. 9A, and Nicholas Cohen, an individual with a residence at 30 East 71<sup>st</sup> Street, Apt. 1A (collectively referred to as the "Assignors") are the owners of all right, title and interest in and to the United States Letters Patents listed on the attached Exhibit A (the "Patents"); and

WHEREAS, Upper Echelon Shoes LLC, a Delaware limited liability company having a principal place of business at 52-16 Barnett Avenue, Long Island City, New York 11104 ("Assignee"), is desirous of acquiring the entire right, title and interest in, to and under the Patents and the inventions described in and covered thereby ("Inventions").

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignors do hereby sell, assign, transfer and set over to Assignee, its successors and assigns, their entire right, title and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, re-exams, re-issues and extensions thereof, including all right, title and interest in and to any and all improvements to the Invention described in and covered by the Patents and any and all other inventions or improvements disclosed in the Patents; and all right, title and interest in and to any counterparts or legal equivalents thereof in a foreign country, including the right to claim priority under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other Convention or Union for each country of said Convention or Union; and all rights of priority resulting from the filing of the Patents, the same to be held and enjoyed by the Assignee, its successors and assigns, for their own use and enjoyment, to the end of the term or terms of such Patents, as fully and entirely

as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made; together with and including without limitation any and all claims for damages by reason of past infringement of the Patents, with the right to sue for and collect the same for the sole and exclusive use and enjoyment of Assignee, its successors and assigns.

AND, FURTHER, the Assignors hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the Assignors have caused this Patent Assignment to be executed on this 30<sup>th</sup> day of November, 2009.

**ASSIGNOR** 

Seth Campbell

STATE OF NEW YORK ) ss:

COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 35' day of November, 2009, by Seth Campbell. He is personally known to me or has produced as identification.

By:

Notary Public, State of New York

My commission expires:

JOHN P. ZAMPINO
Notery Public, State of New York
No. 02Z4503635
Qualified in Westchester
and New York Countles
Commission Expires March 30, 20

ASSIGNOR
Nobolas Cohen

STATE OF NEW YORK
) ss:

COUNTY OF NEW YORK
)

The foregoing instrument was acknowledged before me this 30 day of November,

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2009, by Nicholas Cohen. He is personally known to me or has produced as identification.

Ву:

Notary Public, State of New York

My commission expires:

JOHN F ZAMPINO
Notary Public, State of New York
No. (12ZA4503635
Qualified in Westchester
and New York Counties
Commission Expires March 30, 20

# EXHIBIT A

<u>Title</u> <u>Patent Number</u>

Portion of a Shoe Upper Des. 549,439

Shoe Bottom Des. 567,490

# 564087 v1

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