

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marya L. Chan	07/15/2010
Patrick Y. Choe	07/15/2010
David J. Dirsa	08/02/2010
Edith Harmon-Weiss	07/15/2010
Sean B. Murphy	07/15/2010
RECEIVING PARTY DATA	
Name:	NEW BALANCE ATHLETIC SHOE, INC.
Street Address:	20 Guest Street
Internal Address:	Brighton Landing
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02135
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12154034
CORRESPONDENCE DATA	
Fax Number:	(617)787-9355
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9787947090
Email:	gabriella.fercu@newbalance.com
Correspondent Name:	Gabriella S. Fercu
Address Line 1:	20 Guest Street
Address Line 2:	Brighton Landing
Address Line 4:	Boston, MASSACHUSETTS 02135
ATTORNEY DOCKET NUMBER:	066149-757CON

CH \$40.00 12154034

501252785

**PATENT
 REEL: 024788 FRAME: 0758**

NAME OF SUBMITTER:

Isaac N. Hamilton

Total Attachments: 7

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ASSIGNMENT BY INVENTORS

WHEREAS, WE, Marya L. Chan, residing at 56 Charlesgate East, No. 134, Boston MA 02215, Patrick Y. Choe, residing at 16 Burbank Road, Medford, MA 02155; David J. Dirsa, residing at 9215 SW Graphite Terrace, Beaverton, OR 97007, Edith Harmon-Weiss, residing at 25 Outlook Road, Swampscott, MA 01907, and Sean B. Murphy, residing at 50 Bradstreet Road, North Andover, MA 01845, **ASSIGNORS**, all citizens of U.S.A.

are the inventors of the invention in MECHANICAL CUSHIONING SYSTEM FOR FOOTWEAR,
Title of Application

[X] for which an international application was filed on March 10, 2005, as PCT International Application No. PCT/US05/07877, and

[X] for which an application for a United States Patent was filed on March 10, 2005, as Serial No. 11/077,327, and

[X] for which a continuation application for a United States Patent was filed on May 19, 2008, as Serial No. 12/154,034, and

WHEREAS, New Balance Athletic Shoe, Inc., a Corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at Brighton Landing, 20 Guest Street, Boston, Massachusetts 02135, **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, Assignors have sold, assigned, transferred and set over, and by these presents do 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 therefor 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 Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Patent 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 Assignors hereby request 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 Assignors hereby grant 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:

NEW BALANCE ATHLETIC SHOE, INC.

All practitioners at Customer Number 91774

Marya L. Chan

Marya L. Chan
7/15/10

Date

Commonwealth of Massachusetts

County of Essex ss.

On this 15th day of July, 2010, before me CAROL A. CAGGIANO

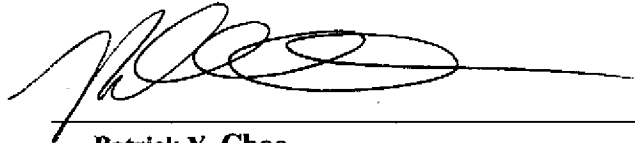
the undersigned notary public, personally appeared Marya L. Chan

proved to me through satisfactory evidence of identification, which were/was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that he/she as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged execution of the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Carol A. Caggiano _____
(Official Signature of Notary) (Notarial Seal)

My Commission Expires: March 15, 2013



Patrick Y. Choe

7/15/10

Date

Commonwealth of Massachusetts

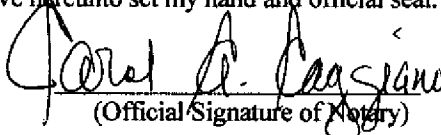
County of Essex

On this 15th day of July, 2010, before me Carol A. Caggiano SS.

the undersigned notary public, personally appeared Patrick Y. Choe

proved to me through satisfactory evidence of identification, which were/was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that he/she as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged execution of the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.


(Official Signature of Notary)

(Notarial Seal)

My Commission Expires: March 15, 2013

David J. Dirsa
David J. Dirsa

8/02/10
Date

Commonwealth of ~~Massachusetts~~ ^{OREGON} _{AMG}

County of Washington ss.

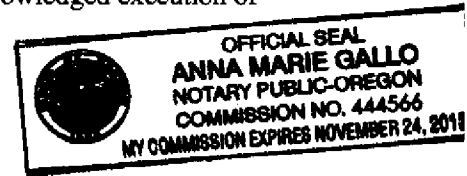
On this 2nd day of ~~July~~ ^{AUGUST} _{AMG}, 2010, before me Anna Marie Gallo,

the undersigned notary public, personally appeared David J. Dirsa,

proved to me through satisfactory evidence of identification, which were/was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that he/she as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged execution of the same.

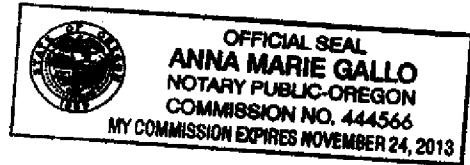
IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Anna Marie Gallo
(Official Signature of Notary)



(Notarial Seal)

My Commission Expires: November 24, 2010



Edith Harmon - Weiss

Edith Harmon-Weiss

July 15, 2010
Date

Commonwealth of Massachusetts

County of ESSEX ss.

On this 15th day of July, 2010, before me CAROL A CAGGIANO

the undersigned notary public, personally appeared Edith Harmon-Weiss,

proved to me through satisfactory evidence of identification, which were/was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that he/she as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged execution of the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Carol A. Caggiano
(Official Signature of Notary)

Notarial Seal)

My Commission Expires: March 15, 2013

[Handwritten Signature]

Sean B. Murphy

July 15th 2010
Date

Commonwealth of Massachusetts

County of Essex ss.

On this 15th day of July, 2010, before me CAROL A CAGGIANO

the undersigned notary public, personally appeared Sean B. Murphy,

proved to me through satisfactory evidence of identification, which were/was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and that he/she as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged execution of the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Carol A. Caggiano
(Official Signature of Notary)

(Notarial Seal)

My Commission Expires: March 15, 2013