

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Cleatskins, LLC	12/27/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cleatskins, Inc.
<b>Street Address:</b>	2240 Encinitas Blvd., Suite D-250
<b>City:</b>	Encinitas
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92024
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12123797
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(626)577-8800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Address Line 1:</b>	P.O. Box 7068
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<b>ATTORNEY DOCKET NUMBER:</b>	61660/C1234
<b>NAME OF SUBMITTER:</b>	Daniel R. Kimbell
<b>Total Attachments: 2</b> source=61660Assignment#page1.tif source=61660Assignment#page2.tif	

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**PATENT**  
**REEL: 025696 FRAME: 0135**

**ASSIGNMENT**

**WHEREAS, CLEATSKINS, LLC**, a California Limited Liability Company, having a place of business at 2240 Encinitas Blvd., Suite D-250, Encinitas, CA 92024 ("ASSIGNOR") is the current assignee of the certain new and useful improvements disclosed in an application for United States Letters Patent entitled **COVER FOR CLEATED SHOES**, filed **May 20, 2008**, Application No. **12/123,797**.

**AND WHEREAS CLEATSKINS, INC.**, a California corporation, having a place of business at 2240 Encinitas Blvd., Suite D-250, Encinitas, CA 92024 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) to ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

**AND ASSIGNOR HEREBY** covenant that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

**AND ASSIGNOR HEREBY** further covenants and agrees that it will communicate to ASSIGNEE any facts known to it respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

**IN TESTIMONY WHEREOF**, I hereunto set its hand this 27<sup>th</sup> day of <sup>DECEMBER</sup>~~November~~, 2010.

**ASSIGNMENT**  
**Docket No. 61660/C1234**

**Sole**

Richard Keith Kay  
Richard Keith Kay  
Title: EVP

**STATE OF CALIFORNIA** )  
**COUNTY OF** SAN DIEGO )

On DECEMBER 27, 2010 before me, ARNEL S PABLO,  
Notary Public, personally appeared **Richard Keith Kay**, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary (Seal)

DRK/drk

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