

# 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>
Alvaro Z. Gallegos	04/01/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Z-Tech, Inc.
<b>Street Address:</b>	6932 4th Street, N.W.
<b>City:</b>	Albuquerque
<b>State/Country:</b>	NEW MEXICO
<b>Postal Code:</b>	87107
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	0434548
Patent Number:	7210250
Patent Number:	0536518
Patent Number:	6829848
Patent Number:	7111416
Patent Number:	7549237
Application Number:	12018358
Application Number:	12037544
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)425-2597
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	505-897-7200
<b>Email:</b>	rayregan@rayregan.com
<b>Correspondent Name:</b>	Ray R. Regan
<b>Address Line 1:</b>	P.O. Box 1442
<b>Address Line 4:</b>	Corrales, NEW MEXICO 87048

OP \$320.00 0434548

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**PATENT**  
 REEL: 026113 FRAME: 0430

ATTORNEY DOCKET NUMBER:	2266.057
NAME OF SUBMITTER:	Ray R. Regan
<p>Total Attachments: 9</p> <p>source=ZT.AssignmentRecord#page1.tif</p> <p>source=ZT.AssignmentRecord#page2.tif</p> <p>source=ZT.AssignmentRecord#page3.tif</p> <p>source=ZT.AssignmentRecord#page4.tif</p> <p>source=ZT.AssignmentRecord#page5.tif</p> <p>source=ZT.AssignmentRecord#page6.tif</p> <p>source=ZT.AssignmentRecord#page7.tif</p> <p>source=ZT.AssignmentRecord#page8.tif</p> <p>source=ZT.AssignmentRecord#page9.tif</p>	

**ASSIGNMENT OF INVENTIONS,  
APPLICATIONS, PATENTS AND MARKS**

FOR GOOD AND VALUABLE CONSIDERATION exchanged between Assignor and Assignee, receipt of which is acknowledged by Assignor:

1. Assignor declares and agrees that as used in this document ("Assignment") the following terms have the following meaning:

A. "Application(s)" means and includes both individually and collectively any and all (i) provisional United States patent applications; (ii) any and all nonprovisional Applications for United States Patents; (iv) any and all design patent applications; and any and all inventions described in the Applications and Letters Patent identified in Exhibit A and in Exhibit B attached to and incorporated by reference into this Assignment.

B. "Letter(s) Patent" means and includes both individually and collectively (i) any and all letters patent issued by the United States and anywhere in the world in connection with the Applications; (ii) any and all direct and indirect divisions, continuations, and continuations-in-part of an Application and any Letters Patent; (iii) any and all reissues or extensions of Letters Patent; (iv) any and all rights under any international treaties and conventions, including without limitation the International Convention for the Protection of Industrial Property and the Patent Cooperation Treaty; (v) any and all applications for a patent or patents filed in countries other than the United States ("Foreign Countries"); and (vi) any and all patents issued in connection with the invention or inventions described in the Applications and Letters Patent identified in Exhibit A and in Exhibit B attached to and incorporated by reference into this Assignment.

C. "Invention(s)" means the entire right, title and interest of Assignor in the inventions (i) described in the Applications and Letters Patent identified in Exhibit A and in Exhibit B attached to and incorporated by reference into this Assignment; (ii) any and all inventions, improvements and modifications of inventions, regardless of subject matter, invented by Assignor after July 1, 1994 (the effective date the Patent License Agreement described in this Assignment), whether or not the invention is described in or currently is included in Exhibit A or in Exhibit B attached to and incorporated by reference into this Assignment, and whether or not described in or claimed in a pending Application or Letters Patent; and (iii) any and all inventions of Assignor in connection with any subject matter invented by Assignor after July 1, 1994, whether or not related to footwear, shoes, orthotic devices, insoles and/or any other goods made, used and sold by Assignee. Assignor will promptly disclose to Assignee any and all Inventions and improvements to such Inventions.

D. "Mark(s)" means and includes both individually and collectively (i) any and all trademarks and service marks in connection with the word components, mark and registrations related to (i) Z-COIL®; (ii) any other mark intended to be used in commerce or actually used in commerce by Assignee, and/or used now or in the future by Assignee, identified in Exhibit A and in Exhibit B attached to and incorporated by reference into this Assignment; and (iii) any other mark intended to be used in commerce or actually used in commerce by Assignee, and/or used now or in the future by Assignee, whether or not described in or currently included in Exhibit A and in Exhibit B attached to and incorporated by reference into this Assignment.

E. "Assignor" means Alvaro Z. Gallegos, a single man, whose residence address is 1036 Solar Place, Albuquerque, New Mexico 87107.

F. "Assignee" means Z-Tech, Inc., a New Mexico corporation having a principal office at 6932 4<sup>th</sup> Street, N.W., Albuquerque, New Mexico 87107, including (i) any and

all subsidiaries, affiliates and controlled companies of Assignee, and (ii) any and all successors, assigns and legal representatives of Assignee.

G       “Attorney” means Ray R. Regan, Esq., whose mailing address is P.O. Box 1442, Corrales, New Mexico 87048.

H.       “Z-Tech Products” means (i) any and all footwear, shoes, orthotic devices, insoles, and any other goods and products made, used and sold under and in connection with all or any portion of one or more valid and unexpired Applications, Letters Patent and/or Inventions, and (ii) and any other goods and products offered for sale and sold by Assignee.

I.       “Patent License Agreement” means the license agreement between Assignor and Assignee, effective on July 1, 1994, of SPRING ATHLETIC SHOE, U.S. Patent No. 5,435,079 issued by the U.S. Patent Office on July 25, 1995, and RIGID MIDSOLE FOOTWEAR STRUCTURE WITH REMOVABLE UNDERCARRIAGE ATTACHING MEANS, U.S. Patent No. 5,970,630 issued on October 26, 1999.

2.       In consideration of the mutual promises provided in this Assignment, receipt of which is acknowledged, and other good and sufficient consideration, Assignor assigns, sells, and conveys Assignor’s entire right, title and interest in and to the Inventions, the Applications, the Letters Patent, and the Marks to Assignee, including at least the Inventions, Applications, Letters Patent and Marks listed in Exhibit A and in Exhibit B.

3.       Assignor also assigns, sells, and conveys to Assignee the entire right title and interest of Assignor to file patent applications and applications for Marks in the United States and in Foreign Countries in connection with the Applications and Inventions (“Foreign Applications”), including the right to claim all benefits of any and all international conventions and treaties in connection with Foreign Applications, without further consultation with Assignor.

4. Assignor authorizes and requests the United States Commissioner and/or Director of Patents and Trademarks, patent office officials in Foreign Countries who are authorized by the patent laws of the Foreign Countries to issue patents, and trademark office officials in Foreign Countries who are authorized by the laws of the Foreign Countries to issue registrations for the Marks, to issue any and all Letters Patent and other forms of patents in connection with the Inventions, Applications, and Foreign Applications, and any and all registrations for Marks, to Assignee for the sole use and benefit of Assignee.

5. Assignor will, without receiving additional consideration and without expense to Assignee, sign any and all lawful papers and writings, and perform any and all other lawful acts Assignee may request of Assignor and Assignor's successors, assigns, and legal representatives that are, in the sole and determinative discretion of Assignee, appropriate or necessary to fully implement and make effective this Assignment, including by way of example but not of limitation (i) promptly executing all original, divisional, continuing, continuation-in-part applications, substitute, reissue, and other United States and Foreign Countries' Applications; (ii) promptly executing any and all lawful documents requested by the Assignee to further the prosecution of any Applications; (iii) promptly executing any and all lawful documents requested by the Assignee to further the prosecution of any applications for Marks; and (iv) cooperating with Assignee in executing any and all lawful documents and producing evidence in connection with any nullification, reissue, extension, infringement and invalidity proceedings.

6. Assignor, for the same consideration, represents and warrants to Assignee, and to the Assignee's successors, assigns, and legal representatives, that at the time of execution and delivery of this Assignment, except for any rights, titles and interests that have arisen in favor of Assignee under law or that have already been transferred by Assignor to Assignee, (i) that Assignor is the sole lawful owner of the entire right, title and interest in and to the Inventions, Applications, Patents and Marks; (ii) that the entire right, title and interest in and to the Inventions, Applications, Patents and Marks are unencumbered; and that (iii) Assignor has good and full right and lawful authority to assign, sell and convey the entire right, title and interest in

and to the Inventions, Applications, Patents and Marks as provided in this Assignment.

7. Assignor, for the same consideration, grants the Attorney the power to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment in the United States Patent and Trademark Office and any Foreign Country.

8. This Assignment will continue to be binding on Assignor and Assignor's representatives if a creditor or other claimant takes possession of, or a receiver, administrator or similar officer is appointed over, any assets of Assignee, and/or if Assignee makes a voluntary arrangement with creditors, and/or Assignee becomes subject to any court or administration order pursuant to any bankruptcy or insolvency law.

9. Assignee shall have no obligation to (i) instigate any suit or action for infringement of any Letters Patent or Mark; (ii) to defend any suit or action challenging the validity of any Letters Patent or Mark.

10. Assignee shall have no obligation to file any patent application associated with or corresponding with an Application, the Inventions and/or Letters Patent, and/or to secure any patent, and/or to maintain any Application, Letters Patent or Mark in force.

11. This Assignment provides the entire understanding between Assignor and Assignee regarding the assignment contemplated by this Assignment. The Patent License Agreement will continue in full force and effect. No amendment of this Assignment shall be binding on Assignor and/or Assignee unless made in writing and signed by an authorized representative of Assignee and by the Assignor.

12. Assignee shall defend, indemnify, and hold harmless Assignor against any and all claims, demands, disputes, actions, causes of action, and/or proceedings related to or arising directly or indirectly from (i) the manufacture, use, sale, importation, and exportation of Z-Tech

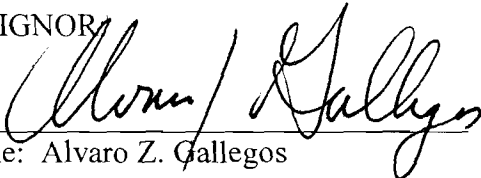
Products; (ii) patent and/or trademark infringement; and (iii) products liability, including reasonable attorney fees, expert fees, court and/or administrative costs, losses, damages, liabilities, and/or other direct or indirect costs and expenses.

13. Neither the failure nor the delay of either Assignor or Assignee to enforce any provision of this Assignment shall constitute a waiver of such provision or of the right of Assignor or Assignee to enforce each provision of this Assignment. If any provision of this Assignment is finally determined void or unenforceable in any judicial or administrative proceeding, such determination shall not affect the operation of the remaining provisions of this Assignment. This Assignment shall inure to the benefit of and be binding successors and assignees of Assignor and Assignee, including any successor of Assignee by sale or assignment of all or substantially all assets of Assignee.

14. This Assignment shall be governed by and construed in accordance with laws of the State of New Mexico. Any dispute between Assignor and Assignee in connection with this Assignment shall be submitted to the Federal District Court for New Mexico or state court of competent jurisdiction in New Mexico.

This Assignment has an Effective Date of 4-1, 2011

ASSIGNOR

  
Name: Alvaro Z. Gallegos

STATE OF NEW MEXICO           )  
  )  
COUNTY OF BERNALILLO       )

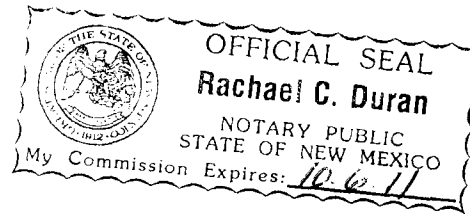
The foregoing instrument was acknowledged and sworn to before me this 1<sup>st</sup> day of April, 2011 by Alvaro Z. Gallegos, also known as Al Z. Gallegos, a single



man.

My Commission Expires: 10.6.11

Rachael C. Duran  
Notary Public



ACCEPTED BY Z-TECH, INC.,  
A New Mexico corporation,

By:

[Signature]  
Andrés Gallegos  
Its President

**EXHIBIT A**

**LIST OF UNITED STATES PATENT APPLICATIONS, PATENTS AND INVENTIONS**

Title	Pat.No.	Issued	Application No.
SHOE WITH SPRING	Des. 434,548	12/15/2000	
MULTIPIECE INSOLE	7,210,250 B2	05/1/2007	
SHOE SLIMMING INSOLE	Des. 536,518	02/13/2007	
ROTATING PIVOT FOR SHOE	6,829,848	12/14/2004	
FOOTWEAR WITH TWO-PLATE SYSTEM	7,111,416 B2	9/26/2006	
FOOTWEAR WITH TWO-PLATE SYSTEM (CIP)	7,549,237 B2	06/23/2009	
REPLACEABLE HEEL SYSTEM			12/018,358 1/13/2008
RIGID ORTHOTIC WITH RESILIENT MEMBER			12/037,544 2/28/2008

**EXHIBIT B****LIST OF UNITED STATES TRADEMARKS AND SERVICE MARKS**

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Issued</u>
Z-COIL	76/626,083	3,026,281	12/13/2005
PAIN RELIEF FOOTWEAR	77/310,174	3,420,977	04/29/2008
Z-COIL		2,504,011	11/06/2001
Z-COIL AND DESIGN		2,504,010	11/06/2001
BIO-TREK	77/865,518		
ZOLES	77/353,073	3,570,686	02/03/2009
SPRING FOOTWEAR DESIGN MARK	77/421,258	3,519,750	10/21/2008
Z-ORTHOTIC	77/922,816		
BELLAVIV	77/933,368		
Z-FIT	85/082,013		