

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Justin Smith	06/12/2012
Michael Mann Langfitt	10/01/2012
RECEIVING PARTY DATA	
Name:	Payless ShoeSource Worldwide, Inc.
Street Address:	3231 SE 6th Ave.
City:	Topeka
State/Country:	KANSAS
Postal Code:	66607
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29433632
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ATTORNEY DOCKET NUMBER:	234572-333245
NAME OF SUBMITTER:	Brett A Krueger
Total Attachments: 5 source=Smith-assignment#page1.tif source=Smith-assignment#page2.tif source=Smith-assignment#page3.tif source=Smith-assignment#page4.tif source=Smith-assignment#page5.tif	

CH \$40.00 29433632

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Justin Smith, of 255 1<sup>st</sup> St #7B Brooklyn, New York 11215; and Michael Langfitt, of 3732 SW Stutley Road, Topeka Kansas 66610 (hereinafter referred to as Assignors);

**WHEREAS**, Assignors have invented certain new, original and ornamental designs which are subject of an application for Letters Patent signed by us, entitled FOOTWEAR filed October 2, 2012, and assigned U.S. Serial Number 29/433,632, and we authorize and request the attorneys appointed in said application to hereafter complete this assignment by inserting above the filing date and serial number of said application when known; and

**WHEREAS**, Payless ShoeSource Worldwide, Inc., a corporation of Kansas, having a place of business at 3231 SE 6th Ave., Topeka, KS 66607 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent, and in any and all United States and foreign patents, utility models, and design registrations to be obtained therefore and thereon.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency 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, including the right to sue for past infringement, 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, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, 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 authorize the Assignee to apply in all countries in Assignors' names or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions; and that Assignors will sign all papers and documents, take all lawful oaths and do all acts reasonably 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 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.

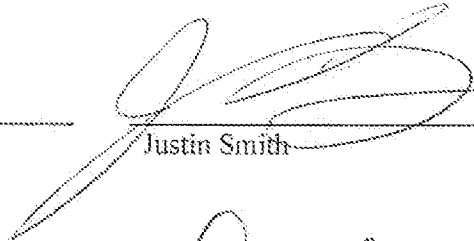
**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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:

**HONIGMAN MILLER SCHWARTZ AND COHN LLP**

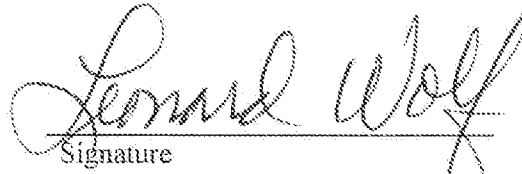
All practitioners at Customer Number 44200

6-12-12  
Date

  
Justin Smith


Witness:

6-12-12  
Date

  
Signature

LEONARD WOLF  
Print Name of Witness

10/1/12  
Date

  
Michael Mann Langford

Witness:

10/1/12  
Date

  
Signature

Robert M. Chelms  
Print Name of Witness