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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Oliver BERNHARD	07/02/2013
Ilmarin HEITZ	07/03/2013

RECEIVING PARTY DATA

Name:	ON CLOUDS GMBH
Street Address:	Seeallee 14
City:	Heiden
State/Country:	SWITZERLAND
Postal Code:	9410

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13839306

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	20722.0004.NPUS00
NAME OF SUBMITTER:	Andrew Z. Weaver
Signature:	/Andrew Z. Weaver/
Date:	09/26/2013

Total Attachments: 2

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PATENT REEL: 031293 FRAME: 0162

Attorney Docket No.: 20722.0003.NPUS00

ASSIGNMENT

THIS ASSIGNMENT, by Olivier BERNHARD (hereinafter referred to as "Assignor"), witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in a: <u>SOLE</u> <u>CONSTRUCTION FOR A RUNNING SHOE</u>, set forth in an application for Letters Patent of the United States filed <u>March 15, 2013</u>, as Serial No. <u>13/839,306</u>.

WHEREAS, ON CLOUDS GMBH, a corporation duly organized under and pursuant to the laws of SWITZERLAND, and having a principal place of business at Seeallee 14, 9410 Heiden, Switzerland, (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of one Dollar (\$1.00 USD) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignor's interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, and continuations of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignor is the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the 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 Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, or continuation of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

(Date) 7/2/2013

(Signature)

Nivier RERNHAR

Attorney Docket No.: 20722.0003.NPUS00

ASSIGNMENT

THIS ASSIGNMENT, by Ilmarin HEITZ (hereinafter referred to as "Assignor"), witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in a: <u>SOLE</u> CONSTRUCTION FOR A RUNNING SHOE, set forth in an application for Letters Patent of the United States filed <u>March 15, 2013</u>, as Serial No. <u>13/839,306</u>.

WHEREAS, ON CLOUDS GMBH, a corporation duly organized under and pursuant to the laws of SWITZERLAND, and having a principal place of business at Secallee 14, 9410 Heiden, Switzerland, (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions and applications for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of one Dollar (\$1.00 USD) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, Assignor's interest in the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, and continuations of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said Assignor is the lawful owners of the entire right, title and interest in and to said invention and the application for Letters Patent above mentioned, and that the same is unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said Assignor hereby covenants and agrees to and with said Assignee, its successors, legal representatives and assigns, that said Assignor will, whenever counsel of said Assignee, or the 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 Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, or continuation of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, 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 Letters Patent for said inventions, without charge to said Assignee, its successors, legal representatives and assigns, but at the cost and expense of said Assignee, its successors, legal representatives and assigns.

(Date) 744 03 , 2013

Ilmarin HEIT