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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2570443

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PART	/ DATA				
			Name	Execution Dat	
DALE BATHUM			vallie	04/30/2008	
RECEIVING PARTY	DATA				
Name:	RA FOOTWE	AR. LLC	,		
Street Address:		6328 MONARCH PARK PLACE			
City:	NIWOT				
State/Country:	COLORADO				
Postal Code:	80503				
Property			Number		
Property	/ Туре		Number		
Property Application Number		118298			
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REEL: 031367 FRAME: 0479

Total Attachments: 2

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PATENT ASSIGNMENT

WHEREAS, I, Dale Bathum of Sammamish, Washington, have invented certain new and useful inventions, as described in an application for Letters Patent of the United States, entitled "Footwear with Customized Side Panels" filed by me with the U.S. Patent & Trademark Office on July 27, 2007 as Non-provisional Application, Serial No.11/829,848; and

WHEREAS, RA Footwear, LLC, a Colorado limited liability company, having offices at 6328 Monarch Park Place, Niwot, CO 80503, Denver, Colorado ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the inventions, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned hereby transfer and assign to Assignee, its successors and assigns, the entire right, title, and interest in and to the inventions, the above-identified patent application, corresponding United States (US) applications (including provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof), corresponding non-US applications, all Letters Patent or similar legal protection issuing thereon (and absolute entitlement thereto), all rights and benefits under any applicable treaty or convention, all rights to apply for, prosecute, and obtain patents anywhere in the world, and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;

The undersigned will not execute any writing or do any act whatsoever conflicting with these obligations, and will, at any time upon request, without further or additional consideration, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining any original, divisional, continuation, continuation-in-part, reexamination, or reissue patent or application (or substitutions or extensions) of the United States or of any and all non-US countries on said inventions, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits (where said Assignee will reimburse the undersigned for reasonable expenses associated with such assistance). Nothwithstanding the above, Assignee shall reasonably compensate the undersigned for material time commitments required hereunder. The foregoing covenant and agreement shall inure to the benefit of the assigns and legal representatives of the undersigned and Assignee; and the undersigned authorize the Commissioner of Patents and Trademarks of the United States or non-US equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

The undersigned authorize the Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the filing date and application number of the application when ascertained. The undersigned authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all non-US countries.

[Signature Page Follows]

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Date: 4/1/ 30/2 2008	hand and affixed my seal on the date indicated below:
CERTIFICATE OF ACKNOWLEDGMENT STATE OF	Subscribed and sworn to before me, a Notary Public, this 20th day of April, 20th.
	otary Public by Commission Expires:
·	

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