

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2661031

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	LICENSE						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>RUDOLPH SMITH</td> <td>03/29/2011</td> </tr> <tr> <td>ANTHONY ALFINO</td> <td>03/29/2011</td> </tr> </tbody> </table>		Name	Execution Date	RUDOLPH SMITH	03/29/2011	ANTHONY ALFINO	03/29/2011
Name	Execution Date						
RUDOLPH SMITH	03/29/2011						
ANTHONY ALFINO	03/29/2011						
RECEIVING PARTY DATA							
Name:	THE SHUE CORPORATION						
Street Address:	25685 FISHERMAN DRIVE						
City:	DANA POINT						
State/Country:	CALIFORNIA						
Postal Code:	92629						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7222441</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7222441		
Property Type	Number						
Patent Number:	7222441						
CORRESPONDENCE DATA							
Fax Number:	(619)702-6858						
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ATTORNEY DOCKET NUMBER:	17453.71602						
NAME OF SUBMITTER:	JOHN H. ALSPAUGH						
Signature:	/JHA/						
Date:	12/26/2013						

OP \$40.00 7222441

Total Attachments: 5

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EXCLUSIVE PATENT LICENSE AGREEMENT

This Exclusive Patent License Agreement ("Agreement") effective March 29, 2011 by and between Rudolph Smith ("Smith") Anthony Alfino ("Alfino") collectively the Licensors ("Licensors") and The Shue Corporation, Nevada Corporation, or its assigns, ("Shue) and collectively the Licensee, hereinafter collectively referred to as the "Parties".

WITNESSTH:

WHEREAS, Smith and Alfino previously entered into a Memorandum of Understanding ("MOU") dated March 4, 2011 memorializing their intent to [REDACTED]
[REDACTED]

WHEREAS, Alfino and Smith are holders and owners of US Patent 7,222,441 B2 issued May 29, 2007 (the "Patent") for a Sandal with Interchangeable Upper and agreed to execute an Exclusive License ("License") to Shue in exchange for [REDACTED]
[REDACTED]

WHEREAS, Licensors are desire to commercialize the product line covered under the Patent thro Shue;

WHEREAS, The Licensee desires to acquire an exclusive worldwide license of the Patent in order to design, develop, manufacture, market and sell or license products utilizing the Patent; and

WHEREAS, Licensors guarantee jointly and severally that they have the power and authority to grant to the Licensee such rights on an exclusive basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Alfino, Smith and Shue agree to enter into the Agreement based upon the following:

A. LICENSE

1. The Licensors agree to issue to Shue an Exclusive License to Shue for twenty years from the effective date herein for products covered by US Patent 7,222,441 issued on May 29, 2007 in exchange for [REDACTED]
2. The Licensors confirm and guarantee jointly and severally that they have the power and authority to grant to the Licensee such rights on an exclusive basis.
3. The License, upon and subject to all the terms of this Agreement under the Patent shall be for the worldwide rights to manufacture, sell, distribute and sub-license the systems and methods embodying the inventions described in the Patent for the life of the Patent or twenty years.

4. As used in this Agreement the Patent shall mean and include the United States Patent 7,222,441 issued May 29, 2007 issued to Rudolph Smith and Anthony Alfino for Interchangeable Upper of Sandals No. 09/605/418 filed on June 27, 2000 now Pat. No. 6,351,897.
5. The license granted herein is unreserved, exclusive, assignable and worldwide.
6. The License Products are women shoes with interchangeable tops using the technology described in the Patent.
7. New Patents and improvements of the Patent shall be owned exclusively by the Licensee.
8. Licensee may grants sublicenses under this Agreement without the prior approval of Licensors.

B. TERM

This Agreement shall be effective as of the date of the execution by the Parties and shall expire simultaneously with the expiration of the Patent or twenty years, whichever occurs later.

C. COMPENSATION

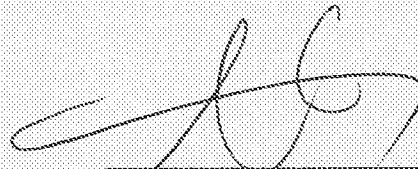
[REDACTED]

[REDACTED]

[REDACTED]

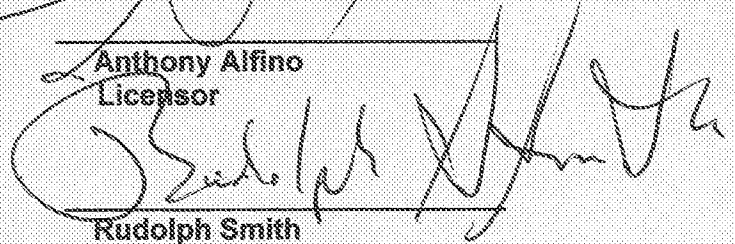
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

March 29, 2011



Anthony Alfino
Licensor

March 29, 2011



Rudolph Smith
Licensor

March 29, 2011



Karen Brooks
The Shue Company
Licensee