

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2712441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOTRONIC INTERNATIONAL LIMITED DAVOS	10/21/2013
RECEIVING PARTY DATA	
Name:	WINTERSTEIGER AG
Street Address:	J.M. DIMMELSTRABE 9
Internal Address:	4910
City:	RIED IM INNKREIS
State/Country:	AUSTRIA
Postal Code:	4910
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10274164
CORRESPONDENCE DATA	
Fax Number:	(703)243-6410
Phone:	7032436333
Email:	mail@mwzb.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	TIMIKA SNOWDEN
Address Line 1:	MILLEN, WHITE, ZELANO & BRANIGAN, P.C.
Address Line 2:	2200 CLARENDON BLVD., SUITE 1400
Address Line 4:	ARLINGTON, VIRGINIA 22201
ATTORNEY DOCKET NUMBER:	HULE-0008-X
NAME OF SUBMITTER:	TIMIKA SNOWDEN
Signature:	/Timika Snowden/
Date:	02/04/2014

PATENT

Total Attachments: 4

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## ASSIGNMENT

This Agreement is entered into freely by and between

**HOTRONIC INTERNATIONAL LIMITED Davos,**

Palüdastraße 14

CH-7260 Davos

registered with the Company Registry Graubünden under CH-350.3.007.816-5

("Assignor")

and

**Wintersteiger AG**

J.M. Dimmelstraße 9

4910 Ried im Innkreis

Austria

("Assignee").

WHEREAS, Assignor is the owner of the actual Trademarks identified as follows:

Kind of Trademark	Registration No.	Application No.	Country	Representation
National Trademark	529728	04057/2004	Switzerland	<b>Hetronic</b>
National Trademark	P-423433	06064/1994	Switzerland	<b>Hetronic</b>
National Trademark	558470	833837	BENELUX	<b>Hetronic</b>
National Trademark	160885	19924887	Norway	<b>Hetronic</b>
National Trademark	142546	M9403403	Hungary	<b>Hetronic</b>
National Trademark	94536033		France	<b>Hetronic</b>
National Trademark	2901676	N26966	Germany	<b>Hetronic</b>

National Trademark	128566	199204719	Finland	<b>Hetronic</b>
National Trademark	VR 1992 11688	VA 1992 06881	Denmark	<b>Hetronic</b>
National Trademark	246993	1992/08650	Sweden	<b>Hetronic</b>
National Trademark	132201	AM 2342/1990	Austria	<b>HOTRONIC</b>
National Trademark	1350902	MI1990C024027	Italy	<b>Hetronic</b>
National Trademark	UK00001514474		UK	<b>Hetronic</b>
National Trademark	9178		Liechtenstein	
National Trademark	LMC396808	681832	Canada	
National Trademark	157048	94033205	Russia	<b>Hetronic</b>
National Trademark	2682296	H03-058397	Japan	<b>HOTRONIC</b>
National Trademark	611256	81055448	Taiwan	<b>Hetronic</b>
National Trademark	400286 0550000	4019920027804	South Korea	<b>Hetronic</b>
International Trademark	568549		International	<b>Hetronic</b>
International Trademark	842499		International	<b>Hetronic</b>

(the "Trademarks");

WHEREAS, Assignor is the owner of the actual Patent identified as follows:

Kind of Patent	Patent No.	Application No.	Country	Title of Invention
US Patent	6,637,164	10/274,362	USA	Customizable Heated Insole

(the "Patent"); and

WHEREAS, Assignee acquired with the asset purchase agreement, concluded on 18.10.2013 the entire rights, title, and interest in the Trademarks and Patents in perpetuity;

NOW, the parties agree as follows:

**1. Assignment.**

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to any and all Trademarks as listed above and with respect to the Patent as listed above, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks and in and to the Patent.

Assignee irrevocably accepts the assignment of all rights, title, and interest in and to the Trademarks and in and to the Patent.

**2. Consideration.**

In consideration for the assignment set forth in Section 1, Assignor pays Assignee an agreed amount as set out in the asset purchase agreement, concluded on 18.10.2013.

**3. Representations and Warranties.**

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks and the Patents; and
- (c) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto.

**4. Attorney's Fees.**

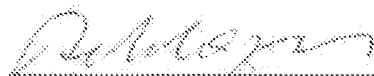
Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

**5. Agreement to Perform Necessary Acts.**

Assignor authorizes any and all relevant empowered officials of the Patent and Trademark Offices in the relevant countries and in any applicable jurisdictions to record the transfer of the registrations and/or applications for registration of the above mentioned Trademarks and Patent to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks or Patent.

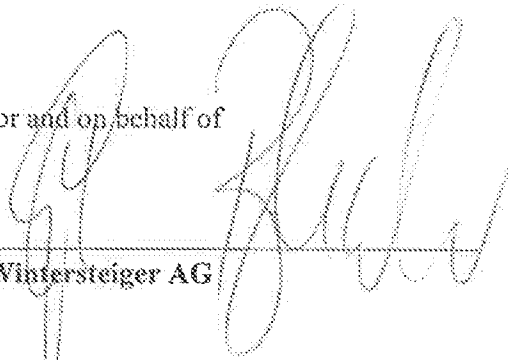
Date: 21.10.2013

for and on behalf of



Hotronic International Ltd. Davos

for and on behalf of



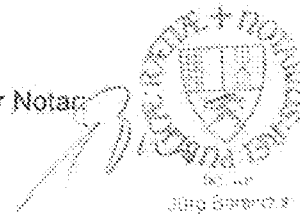
Wintersteiger AG

**Notarielle Beglaubigung**

Die Echtheit der vorstehenden Unterschrift des mir persönlich bekannten Herrn Gion T. Deplazes, geb. 16. Juli 1944, von Sumvitg/GR, in 7013 Domat/Ems, als von diesem in meiner Gegenwart geschrieben, wird hiermit notariell beglaubigt.

Chur, 21. Oktober 2013  
Reg. A/2013/Nr. 1836

Der Notar:

  
Jörg Senn

APOSTILLE	
(Convention de La Haye du 5 octobre 1961)	
1. Land: <u>CH</u> , <u>Stade des Grisons</u> , <u>Kanton</u>	
2. <u>Ort</u> : <u>Domat/Ems</u>	
3. <u>in seiner Eigenschaft als</u> <u>Notar</u>	
4. <u>als bei vorstehen mit dem Siegel/Stempel des (der)</u> <u>Notar</u>	
Bestätigt	
5. in Chur	6. am <u>21.10.13</u>
7. durch die <u>Standeskanzlei</u> des Kantons Graubünden	
8. unter Nr. <u>1836</u>	
9. Siegel/Stempel	10. Unterschrift
<u>STANDESKANZLEI</u> <u>GRAUBÜNDEN</u>	<u>H. Nold</u>

