

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3288096

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|---|---------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                            |
| <b>CONVEYING PARTY DATA</b>   |                                       |
| <b>Name</b>   | <b>Execution Date</b>                 |
| OLIVIER BERNARD   | 03/15/2015                            |
| ILMARIN HEITZ   | 03/30/2015                            |
| <b>RECEIVING PARTY DATA</b>   |                                       |
| <b>Name:</b>  | ON CLOUDS GMBH                        |
| <b>Street Address:</b>  | SEEALLE 14                            |
| <b>City:</b>  | HEIDEN                                |
| <b>State/Country:</b>   | SWITZERLAND                           |
| <b>Postal Code:</b>   | 9410                                  |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                       |
| <b>Property Type</b>  | <b>Number</b>                         |
| <b>Application Number:</b>  | 14592687                              |
| <b>CORRESPONDENCE DATA</b>  |                                       |
| <b>Fax Number:</b>  |                                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                                       |
| <b>Phone:</b>   | 7135713400                            |
| <b>Email:</b>   | sabrina.alaniz@novakdruce.com         |
| <b>Correspondent Name:</b>  | NOVAK DRUCE CONNOLLY BOVE + QUIGG LLP |
| <b>Address Line 1:</b>  | 1000 LOUISIANA STREET                 |
| <b>Address Line 2:</b>  | FIFTY-THIRD FLOOR                     |
| <b>Address Line 4:</b>  | HOUSTON, TEXAS 77002                  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 20722.0007.NPUS00                     |
| <b>NAME OF SUBMITTER:</b>   | SABRINA ALANIZ                        |
| <b>SIGNATURE:</b>   | /SABRINA ALANIZ/                      |
| <b>DATE SIGNED:</b>   | 03/30/2015                            |
| <b>Total Attachments: 3</b>   |                                       |
| source=ASN-P9539US00_Executed-Assignment_20722.0007.NPUS00#page1.tif  |                                       |
| source=ASN-P9539US00_Executed-Assignment_20722.0007.NPUS00#page2.tif  |                                       |
| source=ASN-P9539US00_Executed-Assignment_20722.0007.NPUS00#page3.tif  |                                       |

ASSIGNMENT

THIS ASSIGNMENT, by Olivier BERNHARD and Ilmarin HEITZ (hereinafter collectively referred to as the "Assignor"), witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in a: **SOLE CONSTRUCTION FOR A FLEXIBLE SHOE**, set forth in an application for Letters Patent of the United States filed January 8, 2015, U.S. Serial No. 14/592, 687.

WHEREAS, On Clouds GmbH, a corporation duly organized under and pursuant to the laws of the Switzerland, and having a principal place of business at: Seealle 14, Heiden, Switzerland, 9410 (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 therefore and thereon:

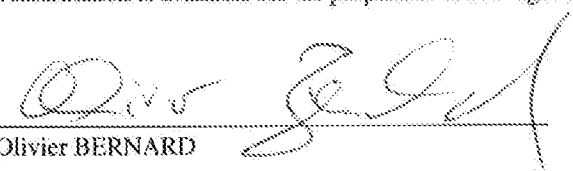
NOW, THEREFORE, in consideration of one Dollar (\$1.00 USD) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said Assignee, its successors, 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 therefore and thereon, and in and to any and all divisions, continuations, and continuations-in-part 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 owner 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, continuation or continuation-in-part 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.

ASSIGNOR(S) does/do hereby authorize ASSIGNEE or its patent agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates and any other indicia identifying the Applications when such information is available for the purpose of recording this assignment.

3/15/2015  
Date

  
Olivier BERNARD

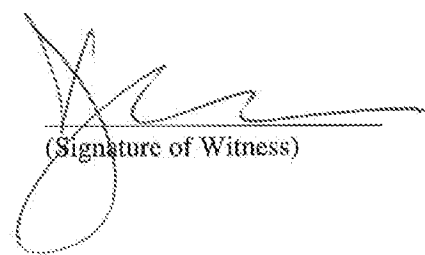
STATEMENT BY WITNESS

I, David Alemaun, whose full Post Office address is

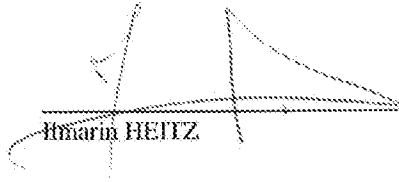
Reibergstr. 3, 8037 Zurich  
(Address of Witness)

hereby declare that I was personally present and did see the above named person, personally known to me to be a person named in the Worldwide Assignment, duly sign and execute same.

Date: 18.3.15

  
(Signature of Witness)

3/30/15  
Date

  
Hilaria HEITZ

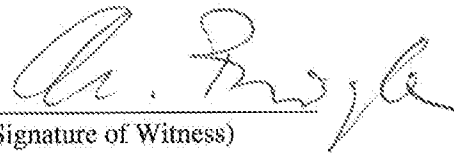
STATEMENT BY WITNESS

is I, Christoph Brogle, whose full Post Office address

Langmattenstr. 109, 8006 Zürich, Switzerland  
(Address of Witness)

hereby declare that I was personally present and did see the above named person,  
personally known to me to be a person named in the Worldwide Assignment, duly sign and  
execute same.

Date: 3/30/15

  
(Signature of Witness)