

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5105115

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MANON BELLEY	08/22/2018
RECEIVING PARTY DATA		
Name:	FUERST GROUP, INC.	
Street Address:	550 SANTA CRUZ AVENUE	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29660591	
CORRESPONDENCE DATA		
Fax Number:	(971)271-8021	
<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>		
Phone:	971-271-8020	
Email:	PatentComm@mccrus.com	
Correspondent Name:	MCCOY RUSSELL LLP	
Address Line 1:	806 S.W. BROADWAY, SUITE 600	
Address Line 4:	PORTLAND, OREGON 97205	
ATTORNEY DOCKET NUMBER:	KEE15305DDIV1	
NAME OF SUBMITTER:	ASHLEY R. TAPIA	
SIGNATURE:	/Ashley R. Tapia/	
DATE SIGNED:	08/22/2018	
Total Attachments: 7		
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Manon Belley
Application No. : 29/660,591
Filed : August 21, 2018
Title : FOOTWEAR ARTICLE
Docket No. : KEE15305DDIV1
Date : August 22, 2018

Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

Statement of Facts under 37 C.F.R. § 1.46

- 1) Inventor Manon Belley contributed to the invention claimed in the above-identified patent application while working as an employee of Keen, Inc. (see attached Affidavit executed June 19, 2018; Exhibit A)
- 2) Inventor Manon Belley agreed to the terms outlined in the Employment Agreement while working as an employee of Keen, Inc. (see attached Employment Agreement; Exhibit B)
- 3) KEEN, Inc. is wholly-owned by Fuerst Group, Inc. (see attached Certificate of Incumbency executed Jun 28, 2018; Exhibit C)
- 4) Under American inventorship law, all rights and ownership of Manon Belley's invention are assigned to Fuerst Group, Inc.

**CERTIFICATE OF
TRANSMISSION/MAILING**

I hereby certify that this correspondence is being transmitted via EFS or facsimile to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on August 22, 2018:

/Ashley Tapia/
Ashley Tapia

Respectfully submitted,
MCCOY RUSSELL LLP

/B. Anna McCoy/
B. Anna McCoy
Customer No. 145572
Registration No. 46077
Attorney/Agent for Applicant/Assignee
806 SW Broadway, Suite 600
Portland, Oregon 97205
Telephone: (971) 271-8020
Facsimile: (971) 271-8021

EXHIBIT A

AFFIDAVIT

I, Ellen Sheedy, of Portland Oregon, certify that the following statement is true and correct:

Manon Belley was employed as a Director, Design with KEEN, Inc. from January 1, 2015 through 3/8/2017 and inventions as to product development are considered within the scope of employment.

[Signature] Date: 6/19/18
(Signature)

Ellen Sheedy
Senior Corporate Counsel

KEEN, Inc.
515 NW 13th Ave
Portland
OR 97209

Subscribed and affirmed before me in the county of Multnomah, State of Oregon,

this 19th day of June, 2018

[Signature]
(Notary's official signature)

3/18/22
(Commission Expiration)



Notary

Seal

EXHIBIT B



September 17th, 2014

Manon Belley
1800 Boul. Mattawa
Laval, Quebec, Canada

RE: Director, Design Job Offer

Dear Manon:

I am pleased to offer you the position of **Director, Design** at KEEN, Inc. ("KEEN" or the "Company") reporting to, Nikolai Christensen, Vice President, Product, based on the terms set forth in this letter ("Agreement") and contingent upon the successful resolution of your visa/immigration status.

1. Position; Exclusivity; Representation and Warranty.

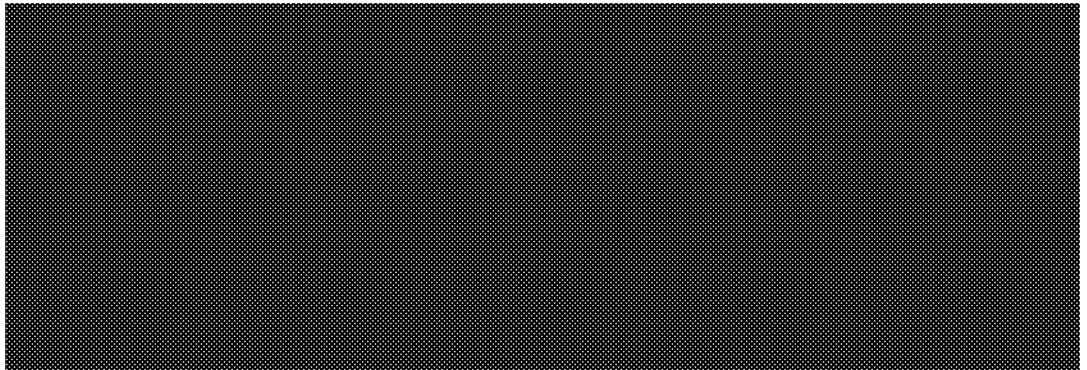
- A. Your work will generally consist of the duties set forth on the Director, Design job description which shall be finalized pursuant to the mutual agreement of the parties within thirty (30) days of your Start Date. Your responsibilities and duties may change as needed from time to time as appropriate, and you may be assigned additional duties, consistent with the above scope.
- B. Your start date will be deemed to have occurred on or around January 1st, 2015 (the "Start Date").
- C. During your employment, you shall (i) devote your full professional time and energy solely and exclusively to the performance of the duties described herein; (ii) not directly or indirectly provide services to or through any company or firm except KEEN unless otherwise instructed by KEEN; (iii) not directly or indirectly own, manage, operate, join, control, contribute to, or participate in the ownership, management, operation or control of or be employed by or connected in any manner with any enterprise which is engaged in any business competitive with or similar to that of KEEN; and (iv) not render any services of any kind or character for your own account or for any other person, firm or corporation without first obtaining the Company's consent in writing; provided, however, you shall have the right to perform such services as are necessary or desirable in connection with your (a) private passive investments where you are not obligated or required to, and shall not in fact, devote any managerial efforts, as long as such investments are not in companies which are in competition in any way with KEEN; or (b) charitable or community activities, or in trade or professional organizations, provided that such services do not materially interfere with the performance of your services hereunder.
- D. You represent and warrant that you are not bound to, or restricted by, any contractual or fiduciary obligations or other commitments with any other employer or entity that would limit in any way the role or duties you are expected to perform for KEEN under this Agreement.
- E. **AS PROVIDED FURTHER IN PARAGRAPH 5 BELOW, THIS AGREEMENT CONSTITUTES AN EMPLOYMENT AT-WILL THAT MAY BE TERMINATED AT ANY TIME BY COMPANY OR EMPLOYEE, WITH OR WITHOUT CAUSE.**

EXHIBIT B

2. Base Salary, Commissions, Bonus and Expenses.



3. Benefits.



4. Pre-employment Requirement. In accordance with KEEN's policies and state and federal law, this offer letter is contingent upon your successful completion of all requirements to establish legal right to work in the United States, and KEEN's completion of background and reference check.

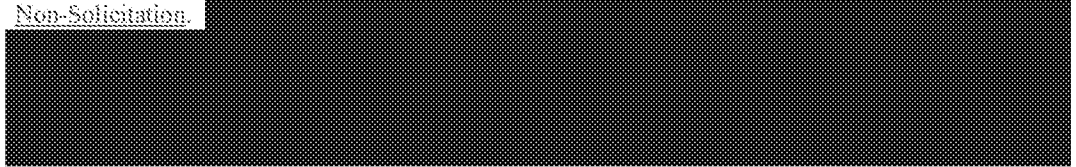
5. At-Will Employment.

- A. You are free to terminate your employment with KEEN at any time, with or without a reason; provided, however, that you agree to provide KEEN with thirty (30) days advance written notice of your resignation provided, however, the Company may waive all or any portion of such notice period in its sole and absolute discretion as long as it provides you with payment in lieu of notice. KEEN has the right to terminate your employment at any time, with or without a reason, provided, however, that KEEN agrees to provide you with thirty (30) days advance written notice of your termination, or equivalent payment of base salary in lieu of notice, which shall terminate immediately upon your acceptance of any form of employment or consulting services for a third-party prior to the expiration of the thirty (30) day period. Although KEEN may choose to terminate your employment for Cause, Cause is not required. Should KEEN terminate you for Cause, KEEN shall have no obligation to provide any payment in lieu of notice. "Cause" is defined as willful misconduct or willful violation of Company policy or a willful breach of your obligations under this Agreement. This is called "at-will" employment. The policy of at-will employment may be changed only in writing signed by the CEO of KEEN.

EXHIBIT B

B. Upon termination KEEN shall only be required to pay you (i) accrued salary compensation due to you as compensation for services rendered hereunder and not previously paid; (ii) accrued vacation/PTO pay; and (iii) any appropriate business expenses incurred by you in connection with your duties hereunder and approved, all through the date of termination.

6. Non-Solicitation.



7. Non-disclosure of KEEN Confidential Information.



8. Retention of KEEN Data and Records. You understand and agree that all data and records coming into your possession or kept by you in connection with your employment are the exclusive property of KEEN. Similarly, all equipment and supplies, including, without limitation, computers, files, apparatus and samples that you obtain from KEEN belong to KEEN. You agree to return to KEEN all originals and copies of such data and records, and all such equipment and supplies upon termination of my employment for any reason.

9. Arbitration. Except as prohibited by law, any legal dispute between you and KEEN (or between you and any officer, director, shareholder, agent or employee of KEEN, each of whom is hereby designated a third party beneficiary of this Agreement regarding arbitration) arising out of your employment or termination of employment or this Agreement (a "Dispute") will be resolved by binding arbitration in Multnomah County, Oregon pursuant to Oregon law. This includes any claims you may make relating to alleged discrimination or harassment during your employment based on race, color, national origin, religion, disability, age, gender or sexual orientation, any claims relating to compensation (wages, bonuses, KEEN, benefits, etc.) and any claims under federal state, or local laws or regulations relating to terms and conditions of employment. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATE DISPUTES YOU ARE WAIVING ANY RIGHT YOU MIGHT OTHERWISE HAVE TO A JURY TRIAL. This arbitration provision is not intended to modify or limit the remedies available to you or to KEEN including the right to seek interim relief, such as

EXHIBIT B

injunction or attachment, through judicial process, which will not be deemed a waiver of the right to demand and obtain arbitration. The arbitrator may award attorneys fees to the prevailing party.

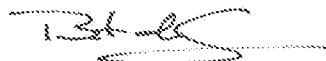
Initials

10. Miscellaneous.

- A. This Agreement will be governed by the internal laws of the State of Oregon for contracts entered into in Oregon between Oregon residents. The invalidity or unenforceability of any provision(s) of this Agreement under particular facts and circumstances will not affect the validity or enforceability either of other provisions of this Agreement or, under other facts and circumstances, of such provision(s). In addition, such provision(s) will be reformed to be less restrictive if under such facts and circumstances they would then be valid and enforceable. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. This Agreement will be binding upon my heirs, executors, administrators, and personal representatives and will inure to the benefit of KEEN and its successors or assigns.
- B. This Agreement constitutes your entire agreement and understanding with KEEN concerning its subject matter. It merges with and supersedes the provisions of all previous agreements and understandings, whether written, oral, or implied, that you have made with KEEN. This Agreement may be amended or waived only in writing signed by me. YOU UNDERSTAND THAT THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOUR EMPLOYMENT WITH KEEN WILL COMMENCE.

Please sign, date and return the enclosed copy of this Agreement to me, Brent de Saxe, Sr. Manager, Recruiting, for our files to acknowledge your agreement with the above.

Very truly yours,



Brent de Saxe, Sr. Manager, Recruiting, KEEN, Inc.

ACKNOWLEDGED AND AGREED:

Manon Belley

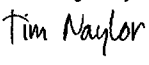
Date

EXHIBIT C

CERTIFICATE OF INCUMBENCY

The undersigned, as General Counsel of Fuerst Group, Inc., a Delaware corporation (the "Corporation"), does hereby certify that KEEN, Inc. is wholly-owned by Fuerst Group, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ²⁸_____ day of June, 2018.

DocuSigned by:

Signature _____
0512ADD415334EF...
Name: Timothy L. Naylor
Title: General Counsel
Company: Fuerst Group, Inc.