

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5565189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MS KARA A. BRUNETTA	06/10/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WINNIES SOCKS COMPANY LLC	
<b>Street Address:</b>	5 EARL SHORE	
<b>City:</b>	WOLFEBORO	
<b>State/Country:</b>	NEW HAMPSHIRE	
<b>Postal Code:</b>	03894	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16437117	
<b>Application Number:</b>	62684479	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(978)443-4812	
<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>	978-443-4558	
<b>Email:</b>	mmoran@cambridgetechlaw.com	
<b>Correspondent Name:</b>	MAURA K. MORAN CAMBRIDGE TECHNOLOGY LAW	
<b>Address Line 1:</b>	P.O. BOX 5065	
<b>Address Line 4:</b>	FRAMINGHAM, MASSACHUSETTS 01701	
<b>ATTORNEY DOCKET NUMBER:</b>	B07-P01	
<b>NAME OF SUBMITTER:</b>	MAURA K. MORAN	
<b>SIGNATURE:</b>	/Maura K. Moran/	
<b>DATE SIGNED:</b>	06/11/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>		
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### JOINT DECLARATION AND ASSIGNMENT

This JOINT DECLARATION AND ASSIGNMENT (the "Assignment") is made and entered into by and between:

- Kara A. Brunetta, of 18D Riverview Road, Sterling MA 01564 (the "Assignor"); and
- Winnies Socks Company LLC, a limited liability company organized under the laws of the State of New Hampshire and having an office and place of business at 5 Earl Shore, Wolfeboro, NH 03984 (the "Assignee");

(the Assignor and Assignee collectively referred to as the "Parties").

WHEREAS Assignor desires to assign to Assignee her entire right, title and interest in and to the Invention (as defined below), and Assignee desires to accept such right title and interest;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Parties agree as follows:

1. Invention Defined. As used in this Assignment, "Invention" shall mean

- the certain application for Letters Patent of the United States executed on even date herewith and entitled "Methods for and Footwear Assemblies with Releasable Attachment of Soles," U.S. Patent Appln. \_\_\_\_\_, Filed \_\_\_\_\_, (Attorney Ref. B07-P01-01US);
- the application for Letters Patent of the United States upon which the above-identified application is based, namely the U.S. provisional application entitled "Methods for and Footwear Assemblies with Releasable Attachment of Soles," U.S. Patent Appln. 62/684,479, filed June 13, 2018 (Attorney Ref. B07-P01-00US);
- any nonprovisional, continuation, division, continuation-in-part, or substitute thereof, including
- any application claiming priority therefrom, for any country;
- all treaty and convention rights and all rights of priority arising from the aforesaid (including under the African Intellectual Property Organization (OAPI) (OA) and its member states, the African Regional Industrial Property Organization (ARIPO) (AP) and its member states, the Eurasian Patent Organization (EAPO) (EA) and its member states, the European Patent Convention (EP) and its member states, the Patent Cooperation Treaty (WO) and its contracting states, or any regional or international patent convention);
- any patent, utility model, inventors' certificate, design registration, registration, renewal, extension, reexamination, reissue or any other form of legal protection issuing on any of the aforesaid;
- all inventions or discoveries disclosed or claimed in any of the aforesaid;
- any and all improvements in to any such invention or discovery made by Assignor during made during, or within one year after the termination, of employment of Assignor by Assignee any related entity; and
- all rights to sue for past, present, or future infringement under any of the aforesaid.

### DECLARATION

1. Declaration. Assignor declares that:
  - a. The applications identified for Letters Patent of the United States executed on even date herewith and entitled "Methods for and Footwear Assemblies with Releasable Attachment of Soles," U.S. Patent Appln. \_\_\_\_\_, Filed \_\_\_\_\_, (Attorney Ref. B07-P01-01US); in paragraph 1 were made or authorized to be made by me.
  - b. I believe that I am the original inventor or an original joint inventor of a claimed invention in the applications.
  - c. I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

### ASSIGNMENT

2. Assignment. Assignor hereby sells, assigns and transfers to Assignee her entire right, title, and interest in and to the Invention, as of the earliest of the date of conception or the filing date or priority date of any patent application drawn to the Invention. Assignor hereby acknowledges an obligation of assignment and transfer of this invention to Assignee at the time the invention was made.

3. Further Assurances.

- a. Assignor hereby covenants that she shall assign to Assignee any rights in the Invention as such rights arise, and shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to establish inventorship, to perfect the interest of Assignee in and to the Invention, or to substantively prosecute or enforce the Invention, including but not limited to working with Assignee's counsel to prepare, review, execute, assign, and prosecute any and all patent applications, assignments, or other lawful papers included in the Invention and all related documentation, and do all lawful acts requisite for securing or enforcing rights thereunder.
- b. Assignor covenants that she shall not enter into any agreement, execute any assignment, or take any other action in conflict with this Assignment.
- c. Assignor hereby covenants:
  - to communicate to Assignee any information known by Assignor that concerns the Invention and the history thereof, including all "material information" as defined in 37 C.F.R. § 1.56(a), promptly upon learning such information,
  - to testify in any legal proceeding relating to the Invention or this Assignment, and
  - generally to do all further acts that may be necessary or desirable to obtain or enforce proper patent protection for the Invention.
- d. Assignor hereby covenants:
  - to promptly notify Assignee in the event Assignor receives actual notice of any claim that arises out of or is related to use of the Invention, and
  - to cooperate with Assignee in its defense against any such claim by making herself available at reasonable times and reasonable places to representatives of Assignee and its legal counsel.

4. Acknowledgements.

- a. Assignor hereby acknowledges that Assignee's counsel represents only Assignee and will continue to represent only Assignee with respect to this Invention.
- b. Assignor hereby authorizes Assignee to make application for and to receive Letters Patent for the Invention in any country throughout the world in Assignor's or Assignee's name, at Assignee's election. Assignor hereby authorizes and requests that the competent authorities record this Assignment, and grant and issue any and all patents included in the Invention to the Assignee as the assignee of all right, title and interest therein.

5. Assignee covenants.

- a. Assignee agrees to indemnify and defend Assignor from and against all claims, law suits, expenses, liabilities, awards, damages, judgments, sanctions, or losses ("Claims") that may be incurred by Assignor and that relate to or arise out of Assignee's use of the Invention.
- b. Assignee also agrees to reimburse Assignor for all expenses (including reasonable counsel fees) as they are incurred by Assignor in defending against or providing evidence in any threatened or commenced investigation, action or proceeding arising out of or relating to Assignee's use of the Invention; provided that Assignee shall have the exclusive right to select counsel to defend Assignor in any such investigation, action or proceeding.
- c. Assignee shall have no indemnification obligation to Assignor with respect to any action involving Assignor's breach of contract, bad faith, willful or reckless misconduct, or violation of Assignee's policies, procedures, or instructions, or to the extent the Claim arises as a result of Assignor's conduct outside the ordinary course of Assignor's employment with Assignee.

6. Representations and Warranties. Each Assignor represents and warrants that

- a. such Assignor has full power and authority to enter into this Assignment,
- b. this Assignment has been duly authorized, executed and delivered by such Assignor and constitutes the legal, valid and binding obligation of such Assignor, enforceable against it in accordance with the terms hereof,
- c. such Assignor has not previously assigned any right or interest in the Invention to any third party,
- d. such Assignor is under no obligation to assign any right or interest in the Invention to any third party, and
- e. entry into this Assignment does not breach any agreement between such Assignor and any third party. Assignor hereby acknowledges that Assignee's internal and external counsel have represented only Assignee and will continue to represent only Assignee with respect to this invention.

**GENERAL**

7. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and assigns.

8. Severability.

- a. If, for any reason, a court of competent jurisdiction finds any provision of this Assignment, or any portion hereof, to be unenforceable, such decision shall not affect the validity of the remaining portion, which remaining portion shall continue in full force and effect as if this Assignment had been executed with the invalid portion thereof eliminated therefrom.
- b. In the event that a portion of this Assignment shall be declared to be invalid, then the Parties agree that they shall enter into good faith negotiations with one another to replace such invalid provision with a valid provision as similar as possible to that which had been held to be invalid.
- c. In the event that the law of any jurisdiction limits the interest in the Invention that may be assigned, this Assignment shall be construed to transfer the greatest ownership interest, right to control prosecution, maintenance, and enforcement, and share of royalties and damages permitted by the law of such jurisdiction.

9. Counterparts. Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Application once known. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

10. Choice of law. This Assignment shall be governed by, and construed in accordance with, the internal law of the Commonwealth of Massachusetts, excluding its choice of law principles.

IN WITNESS WHEREOF, I have signed this Agreement effective the date written below:

Kara A. Brunetta

Date: 6/10/19

Kara A. Brunetta

Residence: 18D Riverview Road, Sterling MA 01564

**ACCEPTANCE**

Assignee hereby agrees to and accepts this Assignment from Assignor.

Winnies Socks Company LLC, Assignee

By: Kara A. Brunetta

Date: 6/11/19

Name: Kara A. Brunetta

Title: Manager

Duly Authorized

**PATENT**