

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5879070

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAYLESS SHOESOURCE INC.	12/20/2019
RECEIVING PARTY DATA		
Name:	PAYLESS SHOESOURCE WORLDWIDE, INC.	
Street Address:	700 SW JACKSON, SUITE 202	
Internal Address:	JAYHAWK TOWERS	
City:	TOPEKA	
State/Country:	KANSAS	
Postal Code:	66603	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	6026598	
Patent Number:	6367172	
Patent Number:	6408544	
Patent Number:	6321468	
Patent Number:	6131311	
Patent Number:	6227406	
Patent Number:	6094885	
Patent Number:	D624731	
Patent Number:	D624289	
Patent Number:	7832116	
Patent Number:	6539269	
Patent Number:	8168257	
Patent Number:	9918520	
CORRESPONDENCE DATA		
Fax Number:	(202)887-4288	
<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:	2149692741	
Email:	blove@akingump.com	

Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP
Address Line 1:	2001 K STREET N.W.
Address Line 4:	WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	698671.0006
--------------------------------	-------------

NAME OF SUBMITTER:	BRENDA LOVE
---------------------------	-------------

SIGNATURE:	/Brenda Love/
-------------------	---------------

DATE SIGNED:	12/20/2019
---------------------	------------

	This document serves as an Oath/Declaration (37 CFR 1.63).
--	--

Total Attachments: 5

source=Hansen IP Assignment (003)-1#page1.tif

source=Hansen IP Assignment (003)-1#page2.tif

source=Hansen IP Assignment (003)-1#page3.tif

source=Hansen IP Assignment (003)-1#page4.tif

source=Hansen IP Assignment (003)-1#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment Agreement"), dated as of December 20, 2019 (the "Effective Date"), is by and between Payless ShoeSource Inc., a Missouri corporation (the "Assignor"), and Payless ShoeSource Worldwide, Inc., a Kansas corporation (the "Assignee").

RECITALS

A. Assignor is the record owner of certain intellectual property rights as identified in the following specific provisions and accompanying Schedules 1 and 2 of this Assignment Agreement (the "Intellectual Property Rights").

B. Assignor hereby desires to sell, assign, transfer, convey, deliver, and contribute to Assignee the Intellectual Property Rights for good and valuable consideration.

C. Assignor and Assignee wish to confirm and memorialize their agreement with respect to the sale, assignment, transfer, conveyance, delivery, and contribution of the Intellectual Property Rights to Assignee, and through this Assignment Agreement, the parties confirm and consummate such transaction.

1. Assignment of Intellectual Property Rights.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

A. Assignor hereby sells, assigns, transfers, conveys, delivers, and contributes unto Assignee, all of Assignor's right, title, and interest in and to the Intellectual Property Rights, and Assignee has agreed to accept from Assignor such Intellectual Property Rights.

B. In addition, Assignor hereby sells, assigns, transfers, conveys, delivers, and contributes unto Assignee, the right to sue for enforcement or infringement of the Intellectual Property Rights, the right to damages for past infringement of such Intellectual Property Rights, the right to register, renew or otherwise apply for further protection with respect to the Intellectual Property Rights, the right to license, sublicense, sell, assign, transfer, convey, deliver, or contribute any of the above to others, and all other rights in the Intellectual Property Rights.

C. Assignor hereby covenants that it has the full right to convey the rights assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

2. United States Patents.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, delivers, and

contributes to Assignee all of Assignor's right, title, and interest of whatever kind existing as of the date hereof in and to the United States patents set forth on **Schedule 1** hereto (the "Patents"), together with (1) the right to claim priority from the Patents as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, (2) all claims for damages by reason for past infringement of the Patents with the right to sue for and collect the same for Assignee's own use and enjoyment.

3. United States Copyrights.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title and interest of whatever kind existing as of the date hereof in and to the United States copyrights set forth on **Schedule 2** hereto, including all income, royalties, and damages hereafter due or payable to Assignor with respect to such copyrights (the "Copyrights"). As applicable, Assignor hereby authorizes the Register of Copyrights and any other relevant authority to issue all copyright registrations and renewals related to the Copyrights to Assignee as the assignee of Assignor's entire right, title, and interest therein.

4. Execution of Recordable Assignment Agreement.

The parties agree to execute the Assignment Agreement and that the Assignment Agreement shall be recordable at Assignee's discretion and expense.

5. Counterparts; Effectiveness.

This Assignment Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each party and delivered to the other party. Executed signature pages to this Assignment Agreement may be delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will have the same effect as if the original signature had been delivered by the sending party to the receiving party.

6. Captions.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

7. Governing Law.


This Assignment Agreement shall be governed in all respects by the laws of the State of New York.

[SIGNATURES ON FOLLOWING PAGE]

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

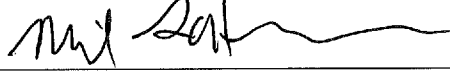
ASSIGNOR:

Payless ShoeSource, Inc.

By: 
Name: Neil G. Hansen
Title: Chief Executive Officer and President

ASSIGNEE:

Payless ShoeSource Worldwide, Inc.

By: 
Name: Neil G. Hansen
Title: Executive Vice President

Schedule 1
United States Patents

Title	Application No.	Patent No.	Owner	Filing/Priority Date	Issue Date
Child's Boot with Reflective Stripe	US09034692	6026598	Payless ShoeSource, Inc.	3/4/1998	2/22/2000
Flex Sole	US09373122	6367172	Payless ShoeSource, Inc. and Payless ShoeSource Worldwide, Inc.	7/2/1999	4/9/2002
Flex Sole	US09347051	6408544	Payless ShoeSource, Inc.	7/2/1999	6/25/2002
Footwear Outsole Having Arcuate Inner-Structure	US09113780	6321468	Payless ShoeSource, Inc.	7/10/1998	11/27/2001
Insole Insert for Footwear	US09061924	6131311	Payless ShoeSource, Inc.	4/17/1998	10/17/2000
Label Dispensing Device	US09128566	6227406	Payless ShoeSource, Inc.	8/4/1998	5/8/2001
Packing Station	US09123619	6094885	Payless ShoeSource, Inc.	7/28/1998	8/1/2000
Shoe	US29257209	D624731	Payless Shoesource, Inc.	3/29/2006	10/5/2010
Shoe with injected pattern design	US29257189	D624289	Payless Shoesource, Inc.	3/29/2006	9/28/2010
System and Method for Making footwear with Injected Color	US11393458	7832116	Payless ShoeSource, Inc.	3/29/2006	11/16/2010
System and Method for Performance Support	US09565939	6539269	Payless ShoeSource, Inc.	5/5/2000	3/25/2003
System and Method for Printing a Pattern on Footwear	US11393,455	8168257	Payless ShoeSource, Inc.	3/29/2006	5/1/2012
System and Method for Printing a Pattern on Footwear	US13437722	9918520	Payless ShoeSource, Inc.	3/29/2006	3/20/2018

Schedule 2
United States Copyrights

Title	Registration Number	Registration Date	Registrant
Payless ShoeSource ... annual report	CSN0131096	2000	Payless ShoeSource, Inc.
Payless ShoeSource ... annual report	CSN0131096	1999	Payless ShoeSource, Inc.
Payless ShoeSource ... annual report	CSN0131096	1998	Payless ShoeSource, Inc.
Payless ShoeSource footnotes	CSN0131097	2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes	CSN0131097	1999	Payless ShoeSource, Inc.
Payless ShoeSource footnotes	CSN0131097	1998	Payless ShoeSource, Inc.
Payless ShoeSource, Inc. official quality assurance manual.	TX0003481219	1/11/1993	Payless ShoeSource, Inc.
Payless ShoeSource Paradox source code listing.	TX0003957335	12/27/1994	Payless ShoeSource, Inc.
Payless ShoeSource ... annual report.	TX0005037681	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037682	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037683	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037684	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource ... annual report.	TX0005037685	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037686	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037687	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037688	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037689	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005037690	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource footnotes.	TX0005039460	1/3/2000	Payless ShoeSource, Inc.
Payless ShoeSource size- stick.	TXu000547425	10/5/1992	Payless ShoeSource, Inc.
Lower Eastside.	VA0000992614	3/9/2000	Payless ShoeSource, Inc.