TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DR.'S OWN, INC.		10/28/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MATTHEW COLEMAN
Street Address:	125 REVERE DRIVE
City:	NORTHBROOK
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2121116	THE GOOD FEET STORE
Registration Number:	2751902	GOOD FEET
Registration Number:	2751886	GOOD FEET
Registration Number:	2545069	G
Registration Number:	2751905	THE GOOD FEET STORE
Registration Number:	2751904	THE GOOD FEET STORE
Registration Number:	2653895	YOUR ARCH SUPPORT STORE
Serial Number:	78228754	
Serial Number:	78233776	GOOD FEET WORLDWIDE
Registration Number:	2122941	DR.'S OWN ORTHOTICS
Registration Number:	2130530	DR.'S OWN
Registration Number:	2852411	GOOD FEET
Registration Number:	2852408	GOOD FEET
Registration Number:	2766190	G
Registration Number:	2742104	DR.'S OWN
		TRADEMARK

TRADEMARK

REEL: 002967 FRAME: 0298

900014794

Serial Number:	78260488	
Serial Number:	78260490	

CORRESPONDENCE DATA

Fax Number: (858)677-1401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-638-6717

Email: eobrien@graycary.com

Correspondent Name: Erin O'Brien

Address Line 1: 4365 Executive Drive

Address Line 2: Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	12130,2505345-1
NAME OF SUBMITTER:	Erin O'Brien

Total Attachments: 16

source=coleman_#page1.tif

source=coleman_#page2.tif

source=coleman_#page3.tif

source=coleman_#page4.tif

source=coleman_#page5.tif

source=coleman_#page6.tif

source=coleman_#page7.tif

oodioo ooleinan_npager:tii

source=coleman_#page8.tif

source=coleman_#page9.tif

source=coleman_#page10.tif

source=coleman_#page11.tif

source=coleman_#page12.tif

source=coleman_#page13.tif

source=coleman_#page14.tif

source=coleman_#page15.tif

source=coleman_#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 28, 2004 by and between Matthew Coleman, an individual ("Secured Party") and Dr.'s Own, Inc., a California corporation ("Grantor").

RECITALS

- A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor, Orthotics Suppliers, Inc., Good Feet Worldwide, Inc., and Television Marketing Programs (collectively, "Borrowers") in the amount and manner (the "Loan") set forth in that certain Loan and Security Agreement by and between Secured Party and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) and that certain Secured Promissory Note in the principal amount of \$4,265,321.00 (the "Note"). Secured Party is willing to make the Loan to Borrowers, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and Note. Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and Note and under all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein

or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Intellectual Property Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
- (e) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;
- (f) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights.

- Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.
- (h) Secured Party may audit the Intellectual Property Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing.
- (i) This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;
- (j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;
- (k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and
- (l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

This Agreement may be executed in two or more counterparts, each of which shall be

deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GRANTOR:

602 Airport Road Oceanside, CA 92054

DR.'s OWN, ANC

Title:

Rv

Title

Address of Secured Party:

SECURED PARTY:

125 Revere Drive Northbrook, IL 60062 MATTHEW COLEMAN, an Individual

REEL: 002967 FRAME: 0303

deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	GRANTOR:
602 Airport Road Oceanside, CA 92054	DR.'s OWN, ANC. By: WY ON A DW)
	Title: 591- 110y
	By:
	Title:
Address of Secured Party:	SECURED PARTY:
125 Revere Drive	MATTHEW COLEMAN, an Individual
Northbrook, IL 60062	$\mathcal{N} \subseteq \mathcal{N}$

EXHIBIT A COPYRIGHT REGISTRATIONS

August 6, 2004

TITLE OF WORK	REGISTRATION NO.	<u>ISSUED</u>
Feet Facts for the 90's	PA-807-631	7/31/96
Walk Right Into Success	VA-923-999	5/19/98
Fit Feet 2000		
Fit Feet 2000	PA-913-551	9/2/98
The Good Feet Products	TX-4-966-198	4/13/99
The Good Feet Store – Training Manual	TXu-898-803	4/13/99
Operations Manual	TX 5-949-383	3/8/04
TELEVISION AUDIO VISUAL	REGISTRATION NO.	<u>ISSUED</u>
The Good Feet Challenge V.7	PA 1-217-931	2/10/04
Flex Challenge V.3	PA 1-207-268	2/10/04
Flex Challenge V.4	PA 1-207-267	2/10/04
The Power of Balance V.1	PA 1-217-806	2/10/04
The Power of Balance V.5	PA 1-207-265	2/9/04
The Power of Balance V.7	PA 1-219-704	2/10/04
Arch Classic V.5.1	PA 1-219-306	2/9/04
Whistle	PA 1-219-433	2/10/04
Ballerina	PA 1-219-705	2/10/04
Push Over	PA 1-217-808	2/10/04
Baby	PA 1-217-928	2/9/04
Hug	PA 1-219-250	2/9/04
Starts With Your Feet	PA 1-219-251	2/10/04
Cowboy	PA 1-207-266	2/9/04
Wheel Feel	PA 1-219-365	2/9/04
Why Would You	PA 1-219-364	2/9/04
Why Should You SPANISH	PA 1-219-247	2/9/04
Choices	PA 1-207-263	2/9/04
Cinderella	PA 1-217-572	2/9/04
Cinderella SPANISH	PA 1-225-612	2/9/04
Get Stronger	PA 1-217-927	2/9/04
Santa	PA 1-217-929	2/9/04
Look Down	PA 1-226-657	2/9/04

1

Gray Cary\GT\6420375.1 1111111-111111

TRADEMARK

WORKS FOR WHICH COPYRIGHT APPLICATIONS HAVE NOT YET BEEN FILED

July 29, 2004

TELEVISION AUDIO VISUAL	REGISTRATION NO.	<u>ISSUED</u>
Fit Feet 2000		NO
Fit Feet		NO
Whistle		NO
Step Shock		NO
The Good Feet Challenge		NO
Golf		NO
Why Would You		NO
Testimonials		NO
Foot Talk V.1		NO
Mom		NO
Baseball		NO
Info Flex		NO
Football Miracle		NO
Brakes		NO
Foot Talk Classic		NO
Santa		NO
Do Your Feet Hurt		NO
Look Down		NO
Look Down SPANISH		NO
Arch Classic SPANISH		NO
Look Down		NO
Fit Feet 2000 V2.6		NO
Arch Classic V.6 (SPANISH)		NO
The Good Feet Challenge V.9.3.1		NO
Arch Classic V.6 Loop Tape		NO
Why Would You SPANISH		NO
Look Down SPANISH		NO
Look Down		NO
Jingle Many Doctors		NO
Jingle Testimonials		NO
Jingle Dr. Rehm Recommends		NO
Jingle Bunion Mom		NO
Jingle Step In		NO
Jingle Talking Feet		NO
Jingle Wanna Dance		NO
Good Feet Music Package		NO
VISPRO V.1.4		NO

EXHIBIT B

PATENTS

HEX DESIGN:

Country	Procopio Ref. #	Type Filed	Serial #	Issued	Patent #	Status
UNITED STATES	111656-DP04	NEW 9/24/02	29/167,939	1/20/04	D485,425	ISSUED
CANADA	111656-DF04CA	CEQ 3/24/03	102531			PENDING
SOUTH KOREA	111656-DF04KR	CEO 10/14/03	30-20030028753			PENDING

DIAMOND DESIGN:

Country	Procopio Ref. #	Type Filed	Serial #	Issued	Patent #	Status
UNITED STATES	111656-DP03	NEW 10/24/01	29/150,950	6/3/03	D475,184	ISSUED
UNITED KINGDOM	111656-DF03UK	NEW 3/26/03	3011941	4/14/03	3011941	ISSUED
FRANCE	111656-DF03FR	NEW 3/27/03	03/18903		PU	BLISHED
JAPAN	111656-DF03JP	NEW 3/27/03	2003-008338	8/15/03	1187094	ISSUED
GERMANY	111656-DF03DE	NEW 3/26/03	40302481.1	8/27/03	40302481.1	ISSUED
CANADA	111656-DF03CA	NEW 3/26/03	102545			PENDING
AUSTRALIA	111656-DF03AU	NEW 3/26/03	1051/2003	3/19/03	152044	ISSUED
SOUTH KOREA	111656-DF03KR	CEQ 9/24/03	30-20030026795			PENDING

HEXAGONAL SHAPED NON-SKID TREAD SURFACE FOR AN ARCH SUPPORT:

Country	Procopio Ref. #	Type Filed	Serial #	Issued	Patent # Status
UNITED STATES	111656-DP02	NEW 9/26/01	29/148.726	8/6/02	D461.039 ISSUED

TEXTURED ARCH SUPPORT DEVICE AND METHOD OF MANUFACTURE:

Country	Procopio Ref. #	Type Filed	Serial #	Issued	Patent #	Status
UNITED STATES	111656-PA02	NEW 9/28/01	09/965.885			PENDING

LAYERED ARCH SUPPORT AND METHOD OF MANUFACTURE:

Country	Procopio Ref. #	Type	Filed	Serial #	Issued	Patent #	Status
UNITED STATES	111656-PA01	NEW	9/28/01	09/965,995	5/6/03	6,557,273	ISSUED

LAYERED ARCH SUPPORT AND METHOD OF MANUFACTURE (2):

Country	Procopio Ref. #	Type	Filed	Serial #	Issued	Patent #	Status
UNITED STATES	111656-PA01CP	CIP	3/27/02	10/112,199			PENDING

ARCH SUPPORT DEVICE:

Country	Procopio Ref. #	Type Filed	Serial #	Issued	Patent # Status
UNITED STATES	111656-PA04	NEW 9/24/02	10/253,732	1/27/04	6,681,501 ISSUED
WIPO	111656-PCT04	CEO 3/21/03	PCT/US03/09088		PENDING

1

Gray Cary\GT\6420375.1 1111111-111111

EXHIBIT C

TRADEMARKS

COUNTRY	MARK	SERIAL NO. FILE DATE	STATUS	REG. NO. REG. DATE
CANADA	GOOD FEET & DESIGN (disclaimed "FEET")	1146983 7/16/2002	Pending. Certified copies of corresponding US Registration Certificates due May 8, 2005. (Class 35 registered and we have certified copy. Class 10 not issued yet)	
CANADA	THE GOOD FEET STORE & DESIGN (disclaimed "FEET" and "STORE" and "GOOD")	1134079 3/13/02	Pending. 1/7/04 Sent certified copy of corresponding US Registration No. 2751904 for priority claim. 7/5/04 Associate advised they will report to us when they are notified that application was accepted for advertisement. 10/19/04 No further news from Trademark Office to date.	
СТМ	GOOD FEET & DESIGN	2614469 3/13/02	Issued	2614469 11/20/2003
СТМ	THE GOOD FEET STORE & DESIGN	2616464 3/13/02	Issued	
				2616464 11/23/2003
Hong Kong	GOOD FEET & DESIGN	1959/2003 2/8/03	Issued	
				300190656

COUNTRY	MARK	SERIAL NO. FILE DATE	STATUS	REG. NO. REG. DATE
Hong Kong	THE GOOD FEET STORE & DESIGN	1960/2003 2/8/03	Pending. Application pursued under old Trademark Laws.	
ISRAEL	GOOD FEET & DESIGN (disclaimed "GOOD") Good Feet	155862	Issued	455060
				155862 4/14/2004
ISRAEL	GOOD FEET & DESIGN (disclaimed "GOOD") Good Feet	155863	Issued	
		ſ-		155863 4/14/2004
ISRAEL	THE GOOD FEET STORE & DESIGN (disclaimed "GOOD") Good Feet Store	155864 3/13/02	issued	
				155864 4/14/2004
JAPAN	GOOD FEET & DESIGN	019709/2002 3/13/02	Pending. 8/12/04 Associate advises notice of allowance received. 10/8/04 Registration fees paid. Certificate should issue shortly.	
JAPAN	GOOD FEET & DESIGN	019710/2002 3/13/02	Issued	4678110 5/30/2003

COUNTRY	MARK	SERIAL NO. FILE DATE	STATUS	REG. NO. REG. DATE
JAPAN	THE GOOD FEET STORE & DESIGN Good Feet Store	019711/2002 3/13/02	Issued	467811
KOREA	GOOD FEET & DESIGN	2003-3082 8/22/03	Pending.Response to Official Office Action due Sept. 30, 2004. Description refusal. 9/28/04 Provided Assocaite instructions for filing response.	5/30/03
KOREA	THE GOOD FEET STORE & DESIGN Good Feet Store	2003-17959 8/22/2003	Pending. 1/19/04 Associate advises that examination takes up to a year and they do not expect to hear anything until around August 2004. 10/19/04 Requested status from Associate.	
KOREA	3 SQUARE LOGO (based on priority)	2003-53983 12/5/03	Pending. 1/19/04 Associate advises that examination takes up to a year and they do not expect to hear anything until around December 2004.	
KOREA	3 SQUARE LOGO (not based on priority)	Filed 9/23/03	Pending. 1/19/04 Associate advises that examination takes up to a year and they do not expect to hear anything until around September 2004.10/19/04 Requested status from Associate.	
MEXICO	GOOD FEET & DESIGN	540085 3/20/02	Issued.	787109 4/16/2003
MEXICO	GOOD FEET & DESIGN	Not available yet	12/11/02 Sent letter to Associate requesting status. 4/4/03 Sent further request to Associate to provide status. 4/7/03 Associate advises that application is still pending and they have set up an interview with the Examiner at the Trademark Office to expedite the prosecution. 10/19/04 Requested status from Associate.	

COUNTRY	MARK	SERIAL NO. FILE DATE	STATUS	REG. NO. REG. DATE
MEXICO	THE GOOD FEET STORE & DESIGN THE GOOD FEET STORE Cood Feet Store	539191 3/14/02	Pending 12/11/02 Sent letter to Associate requesting status. Response due 6/19/03. 8/17/03 Response filed. Pending. 10/19/04 Requested status from Associate.	
TAIWAN	GOOD FEET & DESIGN	092007353 2/7/2003	Issued	
				192859 12/1/2003
TAIWAN	THE GOOD FEET STORE & DESIGN	092007354 2/7/2003	Issued	
				192860 12/1/2003
People's Republic of China	GOOD FEET & DESIGN	3554194 5/13/2003	Pending. 1/16/04 Requested current status from Associate. 1/20/04 Associate advises there are no further developments and it will take an additional 6 months for application to pass preliminary examination. 10/19/04 Requested status from Associate. 10/20/04 Associate advises that application is still under examination and they will keep us informed of any developments.	
People's Republic of China	THE GOOD FEET STORE & DESIGN ("STORE" Disclaimed)	3554195 5/13/2003	Pending. 1/16/04 Requested current status from Associate. 1/20/04 Associate advises there are no further developments and it will take an additional 6 months for application to pass preliminary examination. 10/19/04 Requested status from Associate. 10/20/04 Associate advises that application is still under examination and they will keep us informed of any developments.	

COUNTRY	MARK	SERIAL NO.	STATUS	
		FILE DATE		REG. NO. REG. DATE
USA	THE GOOD FEET STORE and Design (2(f) Claim of Acquired Distinctiveness)	75/137,922 7/22/96	Sec. 8/15 filed 6/23/03 Approved 1/9/04 Renewal due by 12/16/07	2,121,116 12/16/97
USA	GOOD FEET Disclaim "FEET" First Use Anywhere 9-15-95 (2(f) Claim of Acquired Distinctiveness)	76/311,713 9/13/01	Sec. 8/15 due between 8/19/08 and 8/19/09 Renewal Due by 8/19/13	2751902 8/19/03
USA	GOOD FEET & Design Prior Reg. No. 2,121,116 Disclaim "FEET" First Use Anywhere 4-4-99	76/302,698 8/20/01	Sec. 8/15 due between 8/19/08 and 8/19/09 Renewal Due by 8/19/13	2751886 8/19/03
USA	G & Good Feet	76/302,697 8/20/01	Sec. 8/15 Due between 3/5/07 and 3/5/08 Renewal due by 3/05/12	2,545,069 3/5/02
USA	THE Prior Discl Anyv Clain Distir	76/312,015 9/13/01	Sec. 8/15 due between 8/19/08 and 8/19/09 Renewal Due by 8/19/13	2751905 8/19/03
USA	THE GOOD FEET STORE & Design Prior Reg. No. 2,121,116 Disclaim "FEET" First Use Anywhere Another Form: 9- 15-95 Present Form: 4-4-99	76/312,014 9/13/01	Sec. 8/15 due between 8/19/08 and 8/19/09 Renewal Due by 8/19/13	2751904 8/19/03
USA	YOUR ARCH SUPPORT STORE Disclaim "STORE" First Use Anywhere 3-20-01	76/302,614 8/20/01	Sec. 8/15 Due between 11/26/07 and 11/26/08 Renewal due by 11/26/12	2,653,895 11-26-02
USA	3 SQUARE DESIGN First Use Anywhere 6-12-01	78/228,754 3/21/03	Response to non-final office action due by 3/16/04. 5/1/04 Final review prior to publication completed. Application published for opposition 8/10/04.	

COUNTRY	MARK	SERIAL NO. FILE DATE	STATUS	REG. NO. REG. DATE
USA	GOOD FEET WORLDWIDE	78/233,776 4/3/03	Respond to office action 3/9/04. 4/17/03 Final review prior to publication completed. Application published for opposition 8/24/04.	
USA	DR'S OWN ORTHOTICS & Design First Use 11-1-95 Disclaim "ORTHOTICS" Dr.'s Own Orthotics	75/110,893 5/28/96	Sec. 8/15 filed 5/2/03 Renewal due by 12/23/07	2,122,941 12/23/97
USA	DR'S OWN First Use 9-95	75/239,212 2/10/97	Sec. 8/15 Affidavit filed 7/10/03. Renewal due by 1/20/08	2,130,530 1/20/98
USA	GOOD FEET Prior Reg. No. 2,121,116 First Use Anywhere 2-26-01 Disclaim "FEET"	76/307,445 8/30/01	Issued. Sec. 8/15 due between 6/15/09 and 6/15/10 Renewał Due by 6/15/14	2,852,411 6/15/04
USA	GOOD FEET & DESIGN Prior Reg. No. 2,121,116 Disclaim "FEET" First Use Anywhere 2-26-01	76/302,652 8/20/01	Issued. 8/15 due between 6/15/09 and 6/15/10Renewal Due 6/15/14	2,852,4086/15/04
USA	G & DESIGN First Use Anywhere 4-4-99	76/307,446 8/30/01	Sec. 8/15 due between 9/23/08 and 9/23/09 Renewal Due by 9/23/13	2,766,190 9/23/2003
USA	DR'S OWN	78/169,981 10/1/02	Sec. 8/15 due between 7/29/08 and 7/29/09 Renewal Due by 7/29/13	2,742,104 7/29/03
USA	3 SQUARE DESIGN First Use 6-17-01	78/260,488 6/10/03	Published for opposition 2/10/04. Notice of Allowance issued 5/4/04.	

Gray Cary\GT\6420375.1 1111111-111111

COUNTRY	MARK	SERIAL NO. FILE DATE	STATUS	REG. NO. REG. DATE
USA	3 SQUARE DESIGN First Use 6-17-01	78/260,490 6/10/03	Published for opposition 2/10/04. Notice of Allowance issued 5/4/04.	

Gray Cary\GT\6420375.1 1111111-111111

RECORDED: 11/01/2004