

04-15-1999

PATENT ASSIGNMENT



OVER SHEET

Docket No. 15127.76135

100965768

To the Assistant Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231.
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

William J. Cass

2. Name and address of receiving party(ies):

Name: Nike, Inc.Street Address: One Bowerman DriveCity: Beaverton State: Oregon Zip: 97005-6453

3. Nature of Conveyance: Assignment

Execution Date: October 12, 1998Additional name(s) & address(es) attached? ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application Serial No.:

B. Patent No.(s)

29/095,426

Additional numbers attached: ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert S. KatzInternal Address: Banner & Witcoff, Ltd., - 11th FloorStreet Address: 1001 G Street, N.W.City: Washington State: D.C. Zip: 20001-45976. Total number of applications and patents involved: 17. Total fees (37 CFR 3.41): \$40.00☒ Enclosed (Charge or credit any difference to deposit account)☐ Authorized to be charged to deposit account8. Deposit account number: 19-0733

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert S. Katz, Reg. No. 36,402
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 10

AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, I, William J. Cass, a citizen of the United States of America, residing at 19420 S.W. Vista Hill Drive, Hillsboro, Oregon 97123, respectively, have invented a Shoe Upper as shown in the attached photographs for which a patent application directed to its entirety, or parts thereof, will be filed in the United States; and

WHEREAS, I hereby authorize and request my attorneys Brian E. Hanlon, Registration No. 40,449, Patricia E. Hong, Registration No. 34,373, and Robert S. Katz, Registration No. 36,402 of Banner & Witcoff, Ltd., 1001 G Street, N.W., Washington, D.C. 20001-4597, to insert here in parentheses (Application No. 29/095,426, filed 10/22/98) the filing date and application number of said application when known;

WHEREAS, NIKE, Inc., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453, hereinafter the Assignee, is desirous of confirming that it has already been assigned, or, if not already assigned, is desirous of acquiring the entire worldwide legal and beneficial right, title and interest in and to the aforesaid invention, in and to the aforesaid application and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof anywhere in the world which may be granted for said invention, including the right to claim priority of the respective United States Patent application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the aforesaid William J. Cass, by these presents do confirm that I did (under the law of the jurisdiction(s) where the invention was conceived, reduced to practice and made, under the NIKE Employee Invention and Secrecy Agreement and/or under some other agreement with NIKE, Inc. including such a sale, assignment or transfer) sell, assign and transfer or, if not already done so, do sell, assign and transfer unto NIKE, Inc., its successors, legal representatives and assigns, the full, exclusive and worldwide right in and to said invention as shown in the attached photographs and described in said application, in and to the aforesaid application and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof anywhere in the world which may be granted for said invention and in and to any and all divisions, reissues, continuations, extensions and renewals thereof, including the right to claim priority of the respective United States Patent application;

AND I HEREBY agree that the said Assignee may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof anywhere in the world for said invention in its own name, we further authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to record this assignment and issue all said

Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, and legal equivalents thereof to said Assignee;

AND I HEREBY warrant and covenant that we either had or do have the full right to convey the entire interest herein assigned at the time of the sale, assignment and transfer;

AND I HEREBY warrant and covenant that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND I HEREBY agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, sign all lawful documents which the Assignee shall consider desirable for aiding in securing and maintaining proper protection for said invention and to testify in any judicial or administrative proceeding and generally do everything possible to aid said Assignee or any assignee of said Assignee to obtain and enforce said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof worldwide when requested so to do by said Assignee or any assignee of said Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12TH day of OCTOBER 1998.



William J. Cass

STATE OF OREGON)
) ss:
County of Washington)

On this 12th day of OCTOBER, 1998, before me a Notary Public in and for the county and state aforesaid, personally appeared William J. Cass, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her free act and deed.



SEAL


Notary Public for Oregon
My Commission Expires: 2/12/99

The terms and conditions of this assignment are accepted by the Assignee, NIKE, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of October 1998.

NIKE, Inc.

By: Thomas M. Horgan
Thomas M. Horgan
Assistant Secretary

STATE OF OREGON)
) ss:
County of Washington)

On this 12th day of October, 1998, before me a Notary Public in and for the county and state aforesaid, personally appeared Thomas M. Horgan, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his free act and deed.



Katie Maksym
Notary Public for Oregon
My Commission Expires: 2/12/99