|   | 07-19-1999  |  |
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| FORM PTO-1595   |   | U.S. DEPARTMENT OF COMMERCE<br>PATENT AND TRADEMARK OFFICE |
| To the Honorable Commissioner of Patents and Please record the attached original docum.   | 101073998   |  |
| 1. Name of conveying party(ies):  Bob Borchers Chris Edington Michael Hailey Bruce Kilgore  | 2. Name and address Name: Nike, Inc.                                | s of receiving party(jes);                                 |
| Lynn O'Mohundo  Additional name(s) of conveying party(ies) attact  YES X NO   | Internal Address.   |  |
| Nature of conveyance:      X Assignment Merger      Security Agreement Change of Name      Other      Execution Date:   |   | Zip: 97005 s) & address(es) attached? S _X_ NO             |
| <ul> <li>Application number(s) or patent number(s):</li> <li>If this document is being filed together with a ne</li> <li>A. Patent Application No.(s):         <ul> <li>(include series code or filing date)</li> </ul> </li> <li>09/145,519</li> </ul> | w application, the execution date of the application  B. Patent No. |  |
| 5. Name and address of party to whom correspond document should be mailed: Name: Banner & Witcoff, Ltd. Address: 10 South Wacker Drive City: Chicago State: IL Zip: 60606   | 7. Total Fee (37 CF  X Enclosed  8. Should any fee ad               | R 3.41)  |
| /1999 DNGUYEN 00000220 010850 09145519<br>581 15.00 CH 25.00 DP   | DO NOT USE THIS SPACE   |  |
| is a true copy of the original document.  Scott A. Burow  | egoing information is true and correct and any attac                | ched copy  April 13, 1999 Date                             |

PATENT REEL: 009952 FRAME: 0302

## Assignment 2:

WHEREAS, NIKE, Inc., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453, owns an invention of a Internal Shoe Sizing Apparatus And Method For Sizing Shoes for which an application for a Patent of the United States was executed by Bob Borchers, Chris Edington, Michael Hailey, Bruce Kilgore, and Lynn O'Mohundo, on 11/18/98, 12/4/98, 11/2/98, 10/30/98 and 10/30/98; respectively.

WHEREAS, NIKE International Ltd., a corporation of Bermuda, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453, hereinafter NIL, is desirous of acquiring in any and all countries throughout the world other than the United States, Korea and Japan the entire legal and beneficial right, title and interest in and to the aforesaid invention and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof of any of said countries other than the United States, Korea and Japan 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;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NIKE, Inc. by these presents does sell, assign and transfer unto NIL, its successors, legal representatives and assigns, the full and exclusive right in and to said invention as described in said application, in any and all countries throughout the world other than the United States, Korea and Japan, and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof which may be granted therefor in any and all countries throughout the world other than the United States, Korea and Japan 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 NIKE, INC. HEREBY agrees that NIL 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 other than the United States, Korea and Japan for said invention in its own name, NIKE, Inc. further authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any country other than the United States, Korea and Japan 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 NIL;

AND NIKE, INC. HEREBY warrants and covenants that it has the full right to convey the entire interest herein assigned at the time of the sale, assignment and transfer;

AND NIKE, INC. HEREBY warrants and covenants that it has not executed and will not execute any instrument or assignment in conflict herewith;

AND NIKE, INC. HEREBY agrees to communicate to NIL or its representatives any facts known to NIKE, Inc. 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 NIL shall consider desirable for aiding in securing and maintaining proper protection for said invention and for vesting title to said invention and to testify in any judicial or administrative proceeding and generally do everything possible to aid NIL to obtain and enforce said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof in any country other than the United States, Korea and Japan when requested so to do by NIL.

NIKE, Inc.

By:

Thomas M. Horgan Assistant Secretary

STATE OF OREGON

) ss:

County of Washington

**SEAL** 

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On this day of lies 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.



Notary Public for Oregon

My Commission Expires:

The terms and conditions of this Assignment are accepted by NIKE International Ltd.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4/h day of \_\_\_\_\_\_\_ 1998

NIKE INTERNATIONAL LTD.

By: Thomas M. Horgan

Assistant Secretary

STATE OF OREGON

) ss:

County of Washington

On this day of 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.

OFFICIAL SEAL

KATIE MAKSYM

NOTARY PUBLIC - OREGON

COMMISSION NO.041510

COMMISSION EXPIRES FEB. 12. 1999

**RECORDED: 04/19/1999** 

Notary Public for Oregon My Commission Expires:

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