

06-19-2000

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Form PTO-1592 (modified)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof:

**1. Name of Conveying Party or Parties:**

Albert Y.S. Shum  
Allan M. Schrock

Additional Names of conveying party or parties attached?  
 Yes  No

**2. Name and address of receiving party or parties:**

NIKE, Inc.  
One Bowerman Drive  
Beaverton, Oregon 97005-6453

Additional Name(s) and address(es) attached?  Yes  No

**3. Nature of Conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: December 3, 1999

**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: February 9, 2000

**A. Patent Application Number(s):**

09/453,645

**B. Patent Number(s):**

Additional Name(s) and address(es) attached?  Yes  No

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

James A. Niegowski  
Banner & Witcoff, Ltd.  
1001 G Street, NW  
Washington, D.C. 20001

**6. Total Number of Applications and patents involved: 1**

**7. Total fee (37 CFR 3.41) ..40.00....**

- Enclosed
- Authorized to be charged to deposit account 19-0733
- Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment

**8. Deposit Account No.:**

19-0733 (in the event additional fees are required)

(Duplicate copy of this page attached if paying by deposit account)

Do Not Use this Space

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**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.*

John R. Dawson, Reg.No. 39,504  
Name of Person Signing

Signature

May 12, 2000  
Date

Total Number of Pages comprising Cover Sheet: 4

**PATENT**  
**REEL: 010851 FRAME: 0983**

## AGREEMENTS

Confirmation/Assignment 1:

*a citizen of Canada A.S.  
1/5*

WHEREAS, We, Albert Y.S. Shum and Allan M. Schrock, citizens of the United States of America, residing at 2127 NW Irving Street, #101, Portland, Oregon 97210 and 931 NW 20th Avenue, #44, Portland, Oregon 97209, respectively, have invented an Interactive Use and Athletic Performance Monitoring and Reward Method, System, and Computer Program Product for which an application for a Patent of the United States was filed on December 3, 1999, and accorded serial number \_\_\_\_\_; and

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, Unregistered Design Rights, 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, we, the aforesaid Albert Y.S. Shum and Allan M. Schrock by these presents do confirm that we 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 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, Unregistered Design Rights, 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 WE HEREBY agree that the said Assignee may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, 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, Unregistered Design Rights, and legal equivalents thereof to said Assignee;

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

AND WE 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, Unregistered Design Rights, 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 3 day of DECEMBER 1999.

Albert Y.S. Shum  
Albert Y.S. Shum

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 3<sup>rd</sup> day of December, 1999, before me a Notary Public in and for the county and state aforesaid, personally appeared Albert Y.S. Shum, 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.



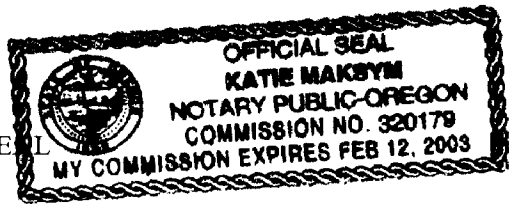
Katie Maksym  
Notary Public for Oregon  
My Commission Expires: 2/12/2003

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3<sup>RD</sup> day of DEC.  
\_\_\_\_\_ 1999.

Allan M. Schrock  
Allan M. Schrock

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 3<sup>rd</sup> day of December, 1999, before me a Notary Public in and for the county and state aforesaid, personally appeared Allan M. Schrock, 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.



Katie Maksym  
Notary Public for Oregon  
My Commission Expires: 2/12/2003

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 8<sup>th</sup> day of December 1999.

NIKE, Inc.  
By: John F. Coburn, III  
John F. Coburn, III  
Assistant Secretary

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 8<sup>th</sup> day of December, 1999, before me a Notary Public in and for the county and state aforesaid, personally appeared John F. Coburn, III, 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: 2/12/2003