

MRD

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11-17-2000

HEET



101519023

To the Honorable Commissioner of Patents
Unless filed with a new application, mail to: B.C. ...

1 original documents or copy thereof.
Commissioner of Patents and Trademarks, Washington, D.C. 20231.

1. Name of conveying party(ies):

Caprice Neely

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Nike, Inc.
Address: One Bowerman Drive
Beaverton, Oregon 97005-6453

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 28, 2000

NOTICE OF EXPRESS MAILING

Express Mail Mailing Label Number: EL700256827US

Date of Deposit with USPS: October 16, 2000

Person making Deposit: Jared S. Turner



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: September 28, 2000

A. U.S. Patent Application No.(s)

B. U.S. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Laurence B. Bond
Trask Britt
P.O. Box 2550
Salt Lake City, UT 84110-2550

Attorney Docket No. 4516US

6. Total number of U.S. applications and U.S. patents involved:

7. Total fee (37 C.F.R. § 3.41) \$ 40.00
(\$40.00 times number in box 6)
Check no. 14794 is enclosed in this amount.

8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number 20-1469.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct.

Laurence B. Bond
Name of Person Signing
Reg. No. 30,549

Signature

16 Oct. 2000
Date

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

AGREEMENTS

Confirmation/Assignment 1:

WHEREAS, I, Caprice Neely, a citizen of the United States, residing at 11311 N.W. Plainview Road, Portland, OR 97231, have invented an OUTSOLE OF A SHOE for which an application for a Patent of the United States was executed on 9/28/00, 2000 even date herewith; 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, Design Rights, 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 Caprice Neely 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 described in said application, in and to the aforesaid application and in and to any Patents, Design Registrations, Design Rights, 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof anywhere in the world for said invention in its own name; I 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, and legal equivalents thereof to said Assignee;

AND I HEREBY warrant and covenant that I 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 I 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 me 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof worldwide when requested to do so by said Assignee or any assignee of said Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of SEPTEMBER, 2000.

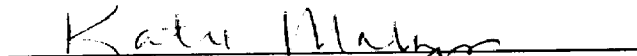


Caprice Neely

STATE OF OREGON)
) ss:
County of Washington)

On this 28th day of September, 2000, before me a Notary Public in and for the county and state aforesaid, personally appeared Caprice Neely, to me known and known to me to be the person of that name who signed the foregoing instrument, and acknowledged the same to be her free act and deed.





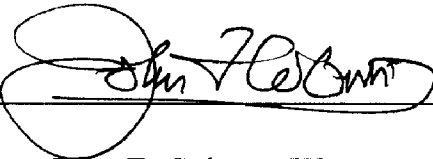
Notary Public for Oregon

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 this 2nd day of October, 2000.

NIKE, Inc.

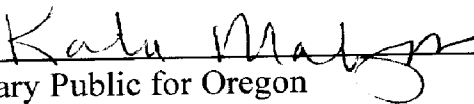
By: 

Name: John F. Coburn, III
Title: Assistant Secretary

STATE OF OREGON)
) ss:
County of Washington)

On this 2nd day of October, 2000, 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 the foregoing instrument, and acknowledged the same to be his free act and deed.




Notary Public for Oregon

My Commission Expires:

2/12/2003