

05-29-2002

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORD



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U.S. DEPARTMENT OF COMMERCE
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005127.00090

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mark Cartier
Sergio G. Lozano
Tony A. Bignell
Gordon A. ValiantAdditional name of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: NIKE, Inc.

Internal Address:

Street Address: One Bowerman Drive

City: Beaverton State: OR Zip: 97005

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 4/24/02, 5/1/02, 5/15/02, 4/29/02, respectively

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

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

A. Patent Application No.(s)

10/053,495

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: James A. Niegowski

Internal Address:

Street Address: Banner & Witcoff

1001 G Street, N.W.

City: Washington State: D.C. Zip: 20001

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. 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.

James A. Niegowski

Name of Person Signing

Signature

5/20/02

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 012921 FRAME: 0004

1053495

05/28/2002 LWEILLER 00000160 190733

40.00 CH

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AGREEMENTS

Confirmation/Assignment 1:

PO. Box 4017, BEAVERTON, OR 97076 *AB.*

WHEREAS, We, Mark Cartier, Sergio G. Lozano, both citizens of the United States of America, Tony A. Bignell, a citizen of the United Kingdom, and Gordon A. Valiant, a citizen of Canada, residing at 6649 SW Bancroft Way, Portland, OR 97225, 15845 SW Cardinal Loop, Beaverton, OR 97007, 4498 NW Chanticleer Drive, #4, Portland, OR 97229, and 4660 SW Lantana Court, Beaverton, OR 97008, respectively, have invented a Footwear Midsole with Compressible Element in Lateral Heel Area for which an application for a Patent of the United States was filed on 11/2/01, and accorded serial number 10/053,495; 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, Mark Cartier, Sergio G. Lozano, Tony A. Bignell, and Gordon Valiant 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;

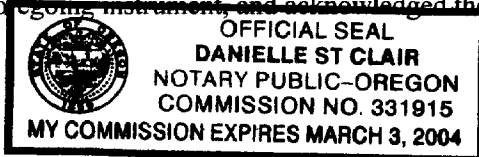
AND WE HEREBY agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, 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 24th day of April 2002.

Mark Cartier
Mark Cartier

STATE OF OREGON) ss.
County of Washington)

On this 24 day of April, 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Mark Cartier, 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.



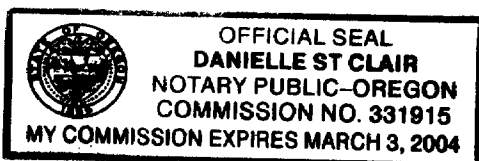
Danielle St. Clair
Notary Public for Oregon
My Commission Expires: 3/3/04

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of May 2002.

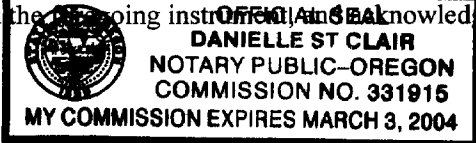
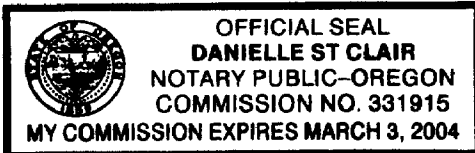
Sergio G. Lozano
Sergio G. Lozano

STATE OF OREGON) ss.
County of Washington)

On this 1st day of May, 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Sergio G. Lozano, 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.



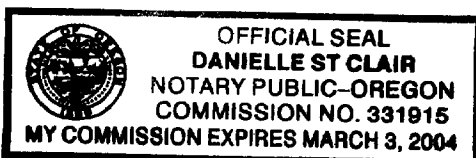
Danielle St. Clair
Notary Public for Oregon
My Commission Expires: 3/3/04

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day ofMay 2002.Tony A. Bignell
Tony A. BignellSTATE OF OREGON) ss.
County of Washington)On this 15th day of May, 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Tony A. Bignell, 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.Danielle St. Clair
Notary Public for Oregon
My Commission Expires: 3/3/04IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29 day ofApril 2002.Gordon A. Valiant
Gordon A. ValiantSTATE OF OREGON) ss.
County of Washington)On this 29 day of April, 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Gordon A. Valiant, 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.Danielle St. Clair
Notary Public for Oregon
My Commission Expires: 3/3/04

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 15 day ofMay 2002.

NIKE, Inc.

By: John F. Coburn, III
John F. Coburn, III
Assistant SecretarySTATE OF OREGON) ss.
County of Washington)On this 15th day of May, 2002, 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.Danielle St. Clair
Notary Public for Oregon
My Commission Expires: 3/3/04