

12-26-2002

HEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



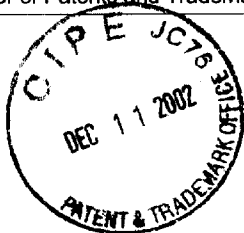
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To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Perry Auger
Troy Lindner
Peter A. Hudson



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

3. Nature of conveyance:

12/11/02

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

Execution Date: 09-14-02; 11-04-02; 09-10-02, respectively

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

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)

10/179,033

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: Darrell G. Mottley

Internal Address: Banner & Witcoff, Ltd.

Street Address: 1001 G Street, N.W.

Eleventh Floor

City: Washington State: DC Zip: 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

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.

Darrell G. Mottley, Reg. No. 42,912

Name of Person Signing

[Signature]
Signature

December 11, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 11

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

12/24/2002 DBYRNE

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40.00 CH

PATENT
REEL: 013596 FRAME: 0625

AGREEMENTSConfirmation/Assignment 1:

WHEREAS, We, Perry Auger, and Troy Lindner, citizens of the United States of America, residing at 15149 S.W. Ashley Drive, Tigard, Oregon 97224; and 10362 34th Street NE Saint Michael, Minnesota 55376, respectively; and Peter A. Hudson, a citizen of the United Kingdom, residing at 9816 N.W. Nottage Drive, Portland, Oregon 97229, have invented an ARTICLE OF FOOTWEAR HAVING A SOLE WITH A FLEX CONTROL MEMBER, for which an application for a Patent of the United States was filed on June 26, 2002, and accorded 10/179,033; 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 Perry Auger, Troy Lindner, and Peter A. Hudson 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 14 day of

SEPTEMBER 2002.

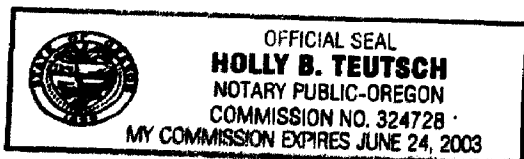
Perry Auger
Perry Auger

STATE OF OREGON)
) ss:
County of Washington)

On this 14 day of September, 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Perry Auger, 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.

Holly B. Deutsch
Notary Public for Oregon
My Commission Expires: 6/24/03

SEAL



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

 Troy Lindner

STATE OF _____)
) ss:
 County of _____)

On this _____ day of _____, 2002, before me a Notary Public in and
 for the county and state aforesaid, personally appeared Troy Lindner, 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.

 Notary Public for _____
 My Commission Expires: _____

SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of SEPTEMBER 2002.

P A HUDSON

Peter A. Hudson

STATE OF OREGON)

) ss:

County of Washington)

On this 10th day of Sept., 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Peter A. Hudson, 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

SEAL



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 10th day of September 2002.

NIKE, Inc.

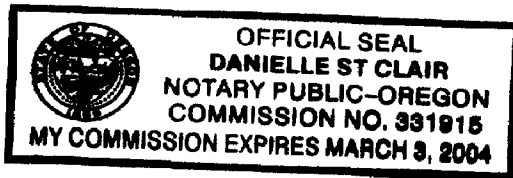
By: [Signature]
Karen Y. Spencer
Assistant Secretary

STATE OF OREGON)
) ss:
County of Washington)

On this 10th day of Sept., 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Karen Y. Spencer, 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 her free act and deed.

[Signature]
Notary Public for Oregon
My Commission Expires: 3/3/04

SEAL



AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, We, Perry Auger, and Troy Lindner, citizens of the United States of America, residing at 15149 S.W. Ashley Drive, Tigard, Oregon 97224; and 10362 34th Street NE Saint Michael, Minnesota 55376, respectively; and Peter A. Hudson, a citizen of the United Kingdom, residing at 9816 N.W. Nottage Drive, Portland, Oregon 97229, have invented an ARTICLE OF FOOTWEAR HAVING A SOLE WITH A FLEX CONTROL MEMBER, for which an application for a Patent of the United States was filed on June 26, 2002, and accorded 10/179,033; 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 Perry Auger, Troy Lindner, and Peter A. Hudson 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 ____ day of _____ 2002.

Perry Auger

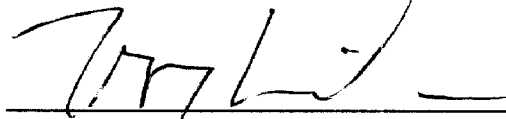
STATE OF OREGON)
) ss:
County of Washington)

On this ____ day of _____, 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Perry Auger, 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.

Notary Public for Oregon
My Commission Expires: _____

SEAL

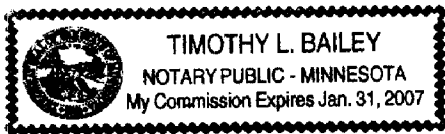
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4 day of
NOVEMBER 2002.



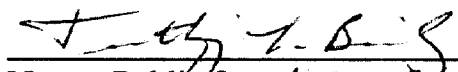
 Troy Lindner

STATE OF MINNESOTA)
) ss:
 County of HENNEPIN)

On this 4 day of NOVEMBER, 2002, before me a Notary Public in and
 for the county and state aforesaid, personally appeared Troy Lindner, 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 HENNEPIN CO. MINNESOTA
 My Commission Expires: 1/31/07

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

 Peter A. Hudson

STATE OF OREGON)
) ss:
 County of Washington)

On this _____ day of _____, 2002, before me a Notary Public in and
 for the county and state aforesaid, personally appeared Peter A. Hudson, 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.

 Notary Public for Oregon

My Commission Expires: _____

SEAL

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 11th day of November 2002.

NIKE, Inc.

By *Karen Y. Spencer*
Karen Y. Spencer
Assistant Secretary

STATE OF OREGON)
) ss:
County of Washington)

On this 11th day of Nov., 2002, before me a Notary Public in and for the county and state aforesaid, personally appeared Karen Y. Spencer, 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 her free act and deed.

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

SEAL

