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To the Honorable Commissioner of Patents

original documents or copy thereof.

11040 U.S. PTO  
29/174367  
01/15/03

1. Name of conveying party(ies):  
Steven F. Smith

01/15/03

2. Name and address of receiving party(ies)

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

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

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

3. Nature of conveyance:

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

NOTICE OF EXPRESS MAILING

Express Mail Mailing Label Number: EV209824265US

Date of Deposit with USPS: January 15, 2003

Person making Deposit: Laurence B. Bond

Execution Date: January 6, 2003

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: January 6, 2003

A. Patent Application No.(s)

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

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:

20-1469

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

Attorney Docket No.: 2465-5540US

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.

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

*Laurence B. Bond*  
Signature

January 15, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/24/2003 LNUJELLER 00000224 29174367

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## AGREEMENTS

### Confirmation/Assignment 1:

**WHEREAS**, I, Steven F. Smith, a citizen of the United States, residing at 31 Juarez Street, Lake Oswego, OR 97035, have invented a new, original, and ornamental design for a SIDE ELEMENT OF A SHOE UPPER for which an application for a Patent of the United States was executed on January 6, 2003, 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, we, the aforesaid Steven F. Smith and 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, 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 WE 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; 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, 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;



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, to me known 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

My Commission Expires:  
  
\_\_\_\_\_

The terms and conditions of this assignment are accepted by the Assignee, NIKE, INC.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 6<sup>th</sup> day of

January, 2002.

NIKE, INC.

By: [Signature]  
Name: Karen Y. Spencer  
Title: Assistant Secretary

STATE OF OREGON )  
 ) ss.  
County of Washington )

On this 6<sup>th</sup> day of January, <sup>2003</sup>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

Document in ProLaw

