

09-16-2003

Form PTO-1592 (modified)



8.29.03

102552887

Attorney Docket No. 015127.00243

ed original documents or copies thereof:

1. Name of Conveying Party or Parties:

Steven F. SMITH

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, OR 97005-6453Additional Name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____Execution Dates: August 28, 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: August 28, 2003

A. Patent Application Number(s):

209 1184021

Additional Patents and applications listed on Schedule A attached? ☐ Yes ☒ No

B. Patent Number(s):

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

Banner & Witcoff, Ltd.
1001 G Street, N.W., 11th Floor
Washington, D. C. 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
☒ 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

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.

H. Wayne Porter, Reg. No. 42,084

Name of Person Signing

Signature

August 29, 2003

Date

Total Number of Pages comprising Cover Sheet: 1

02499 U.S. PTO

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08/29/03

09/15/2003 ECOOPER 00000324 190733 29184021

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PATENT
REEL: 014482 FRAME: 0768

AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, I, Steven F. Smith, a citizen of the U.S.A., residing at 31 Juarez Street, Lake Oswego, OR 97035, have invented a PORTION OF A SHOE MIDSOLE for which an application for a Patent of the United States was executed on 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, 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, I, the aforesaid Steven F. Smith, 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, 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 I 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, 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, Industrial Models, Industrial

Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, 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, 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 28 day of

AUGUST 2003.

Steven F. Smith
Steven F. Smith

STATE OF OREGON)
) ss:
County of Washington)

On this 28th day of August, 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared Steven F. Smith, 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.

August IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of 2003.

NIKE, Inc.

By: William E. Berner, Jr.

William E. Berner, Jr.

Assistant Secretary

STATE OF OREGON)

) ss:

County of Washington)

On this 28th day of August, 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared William E. Berner, Jr., 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



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