

FORM PTO-1595

RECORD

10-06-2003

U.S. DEPT. OF COMMERCE  
PATENT AND TRADEMARK OFFICE

To The Honorable Commissioner of Patents at

102567338

all documents or copy thereof.

1. Name of conveying party(ies): KEMERLY, Michael C. and  
GUILD, Tobin, N.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other: \_\_\_\_\_

Execution Date: 09/11/2003

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

Name: Nike, Inc.

Street Address: One Bowerman Drive

City: Beaverton

State: OR

Zip: 97005-6453

Additional name(s) & address(es) attached? ☐ Yes ☒ No03917 U.S. PTO  
10/668036

092203

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: 09/11/2003.

A. Patent Application No.(s):

10668036

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Jeffrey B. Williams

Internal Address: Shook, Hardy & Bacon L.L.P.  
One Kansas City Place

Street Address: 1200 Main Street

City: Kansas City

State: Missouri

Zip: 64105-2118

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed ☐ (See Patent Application Transmittal Form)☐ Authorized to be charged to deposit account

8. Deposit Account No.: 19-2112

(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.

Name of person signing

Signature

Date

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

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

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

10/06/2003 ECDOPER 00000032 10668036

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## AGREEMENTS

### Confirmation/Assignment 1:

WHEREAS, We, Michael C. Kemery and Tobin N. Guild, citizens of the United States of America, all of One Bowerman Drive, Portland, Oregon 97005, have invented a BALANCING OBJECT 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, we, the aforesaid Michael C. Kemery and Tobin N. Guild, 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 11 day of SEPTEMBER 2003.

  
Michael C. Kemery

STATE OF OREGON                     )  
  ) ss:  
County of Washington            )

On this 11<sup>th</sup> day of Sept., 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared Michael C. Kemery, 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: 3/3/04



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5<sup>th</sup> day of SEPTEMBER 2003.

Tobin N. Guild

Tobin N. Guild

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 5<sup>th</sup> day of Sept., 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared Tobin N. Guild, 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 16<sup>th</sup> day of September 2003.

NIKE, Inc.

By: William E. Berner, Jr.  
William E. Berner, Jr.  
Assistant Secretary

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 16<sup>th</sup> day of Sept., 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 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