

10-06-2003



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Docket No. NIKE.105809

FORM PTO-1595

9.22.03

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original 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 International, Inc.

Street Address: One Bowerman Drive

City: Beaverton

State: OR

Zip: 97005-6453

Additional name(s) & address(es) attached? ☐ Yes ☒ No
 03917 U.S. PTO
10/668036

092203

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

10668036

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):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. 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.

Jeffrey B. Williams

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 EDDOPER 00000033 10668036

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PATENT
REEL: 014543 FRAME: 0449

Assignment 2:

WHEREAS, NIKE, Inc., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453, owns an invention of a BALANCING OBJECT for which an application for a Patent of the United States was executed by Michael C. Kemery and Tobin N. Guild, on _____; and

WHEREAS, NIKE International Ltd., a corporation of Bermuda, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453, hereinafter NIL, is desirous of acquiring in any and all countries throughout the world other than the United States, Korea and Japan the entire legal and beneficial right, title and interest in and to the aforesaid invention and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof of any of said countries other than the United States, Korea and Japan 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;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NIKE, Inc. by these presents does sell, assign and transfer unto NIL, its successors, legal representatives and assigns, the full and exclusive right in and to said invention as described in said application, in any and all countries throughout the world other than the United States, Korea and Japan, and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof which may be granted therefor in any and all countries throughout the world other than the United States, Korea and Japan 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 NIKE, INC. HEREBY agrees that NIL 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 other than the United States, Korea and Japan for said invention in its own name, NIKE, Inc. further authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any country other than the United States, Korea and Japan 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 NIL;

AND NIKE, INC. HEREBY warrants and covenants that it has the full right to convey the entire interest herein assigned at the time of the sale, assignment and transfer;

AND NIKE, INC. HEREBY warrants and covenants that it has not executed and will not execute any instrument or assignment in conflict herewith;

AND NIKE, INC. HEREBY agrees to communicate to NIL or its representatives any facts known to NIKE, Inc. 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 NIL shall consider desirable for aiding in securing and maintaining proper protection for said invention and for vesting title to said invention and to testify in any judicial or administrative proceeding and generally do everything possible to aid NIL to obtain and enforce said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof in any country other than the United States, Korea and Japan when requested so to do by NIL.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of September 2003.

NIKE, Inc.

By:

William E Berner, Jr.
Assistant Secretary

STATE OF OREGON)

) ss:

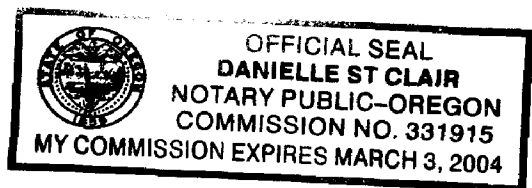
County of Washington)

On this 16th 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



The terms and conditions of this Assignment are accepted by NIKE International Ltd.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of September 2003.

NIKE INTERNATIONAL LTD.

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

STATE OF OREGON)
) ss:
County of Washington)

On this 16th 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

