

12-03-2003



11/19/03

102613523

To the Honorable Commissioner of Patents and Trademarks: Please receive the following documents or copy thereof.

1. Name of conveying party(ies):  
Scot Herbst

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

2. Name and address of receiving party(ies)

Name: Nike, Inc.

Address: One Bowerman Drive

Beaverton, Oregon 97005-6453

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

NOTICE OF EXPRESS MAILING

Express Mail Mailing Label Number: EV 348043887 US

Date of Deposit with USPS: November 19, 2003

Person making Deposit: Christopher Haughton

031282 U.S. PTO  
29/194140

111903

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: November 6, 2003

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

29194140

If this document is being filed together with a new application, the execution data of the application is: November 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)

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.

Laurence B. Bond

Name of Person Signing  
Registration No. 30,549

Attorney Docket No.: 2465-6156US

Signature

November 19, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

40. Mail Documents to be recorded with required cover sheet information to:

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

## AGREEMENTS

### Confirmation/Assignment 1:

**WHEREAS**, I, Scot Herbst, a citizen of, residing at 1875 N. Pond Lane, Lake Forest, Illinois 60045, have invented a new, original, and ornamental design for an OUTSOLE OF A SHOE for which an application for a Patent of the United States was executed on November 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, I, the aforesaid Scot Herbst 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, 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 I 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 I HEREBY** warrant and covenant that I 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof worldwide when requested to do so by said Assignee or any assignee of said Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6<sup>th</sup> day of ~~October~~<sup>Nov</sup>, 2003.



SCOT HERBST

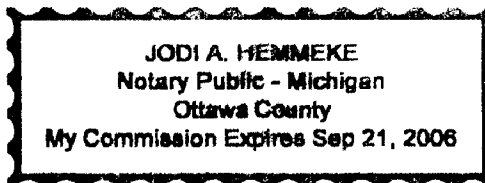
STATE OF Michigan )  
 ) ss:  
County of Ottawa )

On this 6<sup>th</sup> day of ~~October~~<sup>November</sup>, 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared Scot Herbst, 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:

09/21/06



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 14 day of

~~October~~, 2003.

*November*

NIKE, INC.

By: *William E Berner*

Name: William E. Berner, Jr.

Title: Assistant Secretary

STATE OF OREGON )

) ss.

County of Washington )

On this 14<sup>th</sup> day of ~~October~~ *November*, 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared William J. Berner, Jr., to me known 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

\\Traskbritt1\Shared\DOCS\2465-6156US\51124.doc

