01-09-2004 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 005127.85920 102641528 To the Honorable Commissioner of Patents and Pademarks: Please Record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) DEC 3 0 2003 NIKE IHM, Inc. Name: NIKE, Inc. Internal Address: Additional name of conveying party(ies) attached?

Yes

No 3. Nature of conveyance: Street Address: One Bowerman Drive Assignment Merger Security Agreement Change of Name City: Beaverton State: OR Zip: 97005 Other____ Additional Name(s) & address(es) attached? ☐ Yes ☒ No Execution Date: 11/20/03 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: ____ A. Patent Application No.(s) B. Patent No.(s) 10/633,361 Additional numbers attached? ☐ Yes ☒ No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning this document should be mailed: Name: Byron S. Kuzara 7. Total fee (37 CFR 3.41) \$ 40 Internal Address: ☐ Enclosed Authorized to be charged to deposit account 8. Deposit account number: Street Address: Banner & Witcoff, Ltd. 19-0733 1001 G Street, N.W. City: Washington State: D.C. Zip: 20001 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. 0000b104 190733 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. Byron S. Kuzara 12/29/03 Name of Person Signing /08/2004 LMELLER Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment, Recordation Services, Director of the US Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450

> PATENT REEL: 014859 FRAME: 0334

AGREEMENTS

Assignment 2:

WHEREAS, NIKE IHM, Inc., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453 (hereinafter NIKE IHM), owns an invention of a <u>Footwear Sole Structure Incorporating a Cushioning Component</u> for which an application for a Patent of the United States was filed on <u>August 4, 2003</u>, and accorded serial number <u>10/633,361</u>; 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, NIKE IHM by these presents does sell, assign and transfer unto NIKE, Inc., 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, 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 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 IHM HEREBY agrees that NIKE, Inc. 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, NIKE IHM further authorizes and requests 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 NIKE, Inc.;

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

AND NIKE IHM HEREBY agrees to communicate to NIKE, Inc. or its representatives any facts known to NIKE IHM 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 NIKE, Inc. 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 NIKE, Inc. 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 when requested so to do by NIKE, Inc.

November 1	WHEREOF, I have hereunto set my hand and seal this	$\frac{\mathcal{L}}{\text{day of}}$
	NIKE IHM, Inc.	
		^

William E. Berner, Jr.

Assistant Secretary

STATE OF OREGON

County of Washington

_, 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.

OFFICIAL SEAL DANIELLE ST CLAIR MOTARY PUBLIC-OREGON COMMISSION NO. 331915 MY COMMISSION EXPISES MARCH 3, 2004

) ss:

My Commission Expires:

The terms and conditions of this Assignment are accepted by NIKE, Inc.

IN WITNESS	WHEREOF, I have hereunto set my han _ 2003.	nd and seal this	20	day of
Moremon	_ 2003.			. -

NIKE, INC.

By:

William E. Berner, Jr. Assistant Secretary

STATE OF OREGON

ss:

County of Washington

On this 20th day of 10v., 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.

OFFICIAL SEAL

DANIELLE ST CLAIR

NOTARY PUBLIC-OREGON

COMMISSION NO. 131915

MY COMMISSION EXPIRES MARCH 3, 2004

RECORDED: 12/30/2003

Notary Public for Oregon
My Commission Expires: 3/3/04