

01-09-2004

HEET

U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shaun Jeffrey Hensley
William Alan Brunas

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

2. Name and address of receiving party(ies)

Name: NIKE IHM, Inc.

Internal Address: _____

Street Address: One Bowerman Drive

City: Beaverton State: OR Zip: 97005

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 12/9/03

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)

10/620,843

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: Byron S. Kuzara

Internal Address: _____

Street Address: Banner & Witcoff, Ltd.

1001 G Street, N.W.

City: Washington State: D.C. Zip: 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

8. Deposit account number:

19-0733

(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.

Byron S. Kuzara

Name of Person Signing

Signature

12/29/03

Date

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

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
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01/08/2004 LWELLER 0000102 190733 10621849

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AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, We, Shaun Jeffrey Hensley and William Alan Brunais, citizens of the United States of America, residing at 11336 NW Kenzie Lane, Portland, Oregon 97229, and 1718 SE 54th Avenue, Hillsboro, Oregon 97123, respectively, have invented a "Footwear with a Sole Structure Incorporating a Lobed Fluid-Filled Chamber" for which an application for a Patent of the United States was filed on July 16, 2003, and accorded serial number 10/620,843 (hereinafter the '843 patent application);

WHEREAS, NIKE IHM, Inc., is a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005 (hereinafter NIKE IHM); and

WHEREAS, NIKE IHM 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 '843 patent application, and in and to any Patents, Design Registrations, 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 '843 patent application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the NIKE IHM employees 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 an agreement with NIKE IHM) sell, assign and transfer or, if not already done so, do sell, assign and transfer unto NIKE IHM, 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 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 '843 patent application;

AND WE HEREBY agree that NIKE IHM, its successors or assigns, may apply for and receive Patents, Design Registrations, 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, Industrial Models, Industrial Designs, Petty Patents,

Utility Models, Copyrights, and legal equivalents thereof to said NIKE IHM, its successors or assigns;

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 NIKE IHM, its successors, assigns, or 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 NIKE IHM, its successors or assigns 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 NIKE IHM, its successors or assigns, to obtain and enforce said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof worldwide when requested so to do by NIKE IHM, or any successors or assigns of NIKE IHM.


IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of

DECEMBER 2003.

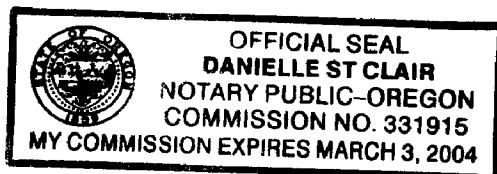

Shaun Jeffrey Hensley

STATE OF OREGON) ss:
County of Washington)

On this 9th day of Dec., 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared Shaun Jeffrey Hensley, 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

SEAL



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9 day of Dec 2003.

William Alan Brunais
William Alan Brunais

STATE OF OREGON) ss:
County of Washington)

On this 9th day of Dec., 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared William Alan Brunais, 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 IHM, Inc.

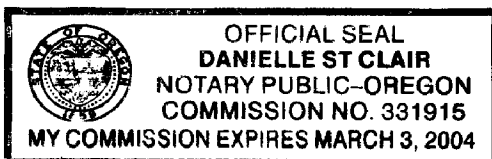
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16 day of December 2003.

NIKE IHM, Inc.

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

STATE OF OREGON) ss:
County of Washington)

On this 16th day of Dec., 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.



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

SEAL