

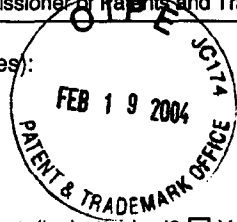


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102678604

To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Philip Andrew Frank



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

2. Name and address of receiving party(ies)

Name: NIKE, Inc.

Internal Address: 21804

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: 2/12/04

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)  
10/685,309

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

Byron S. Kuzara  
Signature

2/18/04  
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

**AGREEMENTS****Confirmation/Assignment 1:**

WHEREAS, I, Philip Andrew Frank, a citizen of the United States of America, residing at 2526 NE 27<sup>th</sup> Avenue, Portland, OR 97212, have invented a Flexible Band for which an application for a Patent of the United States was filed on 10/14/03, and accorded serial number 10/685,309; 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, I, the aforesaid Philip Andrew Frank 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, 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 I 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, I further authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to record this

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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 I HEREBY warrant and covenant that I 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 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, 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 12 day of FEBRUARY 2004.

*Philip Andrew Frank*  
Philip Andrew Frank

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 12<sup>th</sup> day of Feb., 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Philip Andrew Frank, 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 the Assignee, NIKE, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of February 2004.

NIKE, Inc.

By: [Signature]  
William E. Berner, Jr.  
Assistant Secretary

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 13<sup>th</sup> day of Feb., 2004, 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.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 3/3/04

