

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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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): Thomas Foxen Joshua P. Heard Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>NIKE, Inc.</u> Internal Address: _____ _____ Street Address: <u>One Bowerman Drive</u> _____ City: <u>Beaverton</u> State: <u>OR</u> Zip: <u>97005</u> Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>9/9/04</u>					
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) <u>10/860,383</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: <u>Byron S. Kuzara</u> Internal Address: _____ _____ Street Address: <u>c/o Banner & Witcoff, Ltd.</u> <u>1001 G Street, N.W.</u> City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20001</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-0733</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Byron S. Kuzara</u> <u>By S. Kuzara</u> <u>9/15/04</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>4</u>					

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment, Recordation Services, Director of the US Patent and Trademark Office,
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PATENT
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AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, We, Thomas Foxen and Joshua P. Heard, citizens of the United States of America, residing at 4402 SW Hume Street, Portland, Oregon 97219 and 16418 SE Orchard View Lane, Clackamas, Oregon 97015, respectively, have invented an Adjustable Ankle Support for an Article of Footwear for which an application for a Patent of the United States was filed on 6/4/04, and accorded serial number 10/860,383; 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, we, the aforesaid Thomas Foxen and Joshua P. Heard 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 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 WE 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, 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

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Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof to said Assignee;

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 said assignee or its 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 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 9th day of SEPTEMBER 2004.

Thomas Foxen
Thomas Foxen

STATE OF OREGON) ss:
County of Washington)

On this 9th day of September, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Thomas Foxen, 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: 3/3/08

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9 day of SEPTEMBER 2004.

Joshua P. Heard
Joshua P. Heard

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STATE OF OREGON) ss:
County of Washington)

On this 9th day of September, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Joshua P. Heard, 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: 3/3/08

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 10th day of September 2004.

NIKE, Inc.

By: John F. Coburn III
William E. Berner, Jr. John F. Coburn III
Assistant Secretary

STATE OF OREGON) ss:
County of Washington)

On this 10th day of September, 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.

John F. Coburn III

John F. Coburn III
Notary Public for Oregon
My Commission Expires: 1/27/08

