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Atty. Ref. No. 2242-67334-01

**RECORDATION FORM COVER SHEET - PATENTS ONLY**

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1. Total number of pages including cover sheet, attachments and document: 5

2. Name of Conveying Party(ies) and Execution Date(s) of Document(s) ☐ Check here if additional name(s) attached  
 Name(s): (1) Dylan Van Atta, (2) Alan W. Reichow, (3) Karl Citek, and (4) Robert M. Bruce  
 Execution Date(s): (1) July 29, 2004, (2) August 10, 2004, (3) August 13, 2004, and (4) July 29, 2004

3. Name and address of receiving party ☐ Check here if additional name(s) & address(es) are attached  
 Name Nike, Inc.  
 Address One Bowerman Drive  
 City Beaverton State/Country OR Zip 97005-6453

4. Nature of Conveyance  
☒ Assignment ☐ Merger ☐ Security Agreement ☐ Name Change ☐ Other:

5. Total number of applications and patents involved: One

6. Total Fee Enclosed (37 C.F.R. § 3.41):

7. ☒ Check here if any deficiency/overpayment is authorized to be charged to deposit account 02-4550

8. Enter either the Execution date (of the Declaration and Power of Attorney), Application Number, or the Patent Number. Do not enter more than one number for the same patent.

- A. ☐ This document is being filed with a new application. Execution date is: \_\_\_\_\_  
 B. ☒ Patent Application No.(s) or Patent No.(s): 10/785,203  
☐ Check here if additional numbers are attached

9. Correspondent's name, address, and telephone number

Jeffrey B. Haendler  
 Klarquist Sparkman, LLP  
 One World Trade Center, Suite 1600  
 121 S.W. Salmon Street  
 Portland, Oregon 97204-2988  
 Telephone: 503-226-7391  
 Facsimile: 503-228-9446

10. ☐ Please return the attached postcard to confirm that these items have been received.

11. 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.*

Jeffrey B. Haendler  
 Name of Person Signing

  
 Signature

October 19, 2004  
 Date

cc: Accounting (only if via fax)  
 Docketing

700124221

PATENT  
 REEL: 015263 FRAME: 0494

CH \$40.00 024550 10785203

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## ASSINGMENT

WHEREAS, We, Dylan Van Atta, of Portland, County of Multnomah, State of Oregon, Alan W. Reichow, of Forest Grove, County of Washington, State of Oregon, Karl Citek, of Forest Grove, County of Washington, State of Oregon, and Robert M. Bruce, of Portland, County of Multnomah, State of Oregon, citizens of the United States of America, have invented SWIM GOGGLES for which an application for a Patent of the United States was filed on February 23, 2004, and accorded Application No. 10/785,203; 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 Dylan Van Atta, Alan W. Reichow, Karl Citek, and Robert M. Bruce 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;

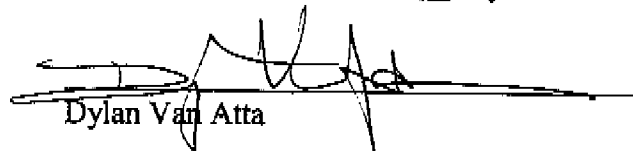
AND WE HEREBY warrant and covenant that we either had or do have the full right to convey the entire interest herein assigned at the time of the sale, assignment and transfer;

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 29 day of

July, 2004.

  
Dylan Van Atta

STATE OF OREGON                     )  
  ) ss:  
County of Washington            )

On this 29th day of July, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Dylan Van Atta, 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 free act and deed.

  
Notary Public for Oregon  
My Commission Expires: 3/3/08

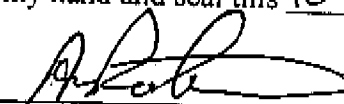


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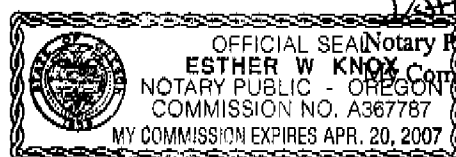
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of August, 2004.

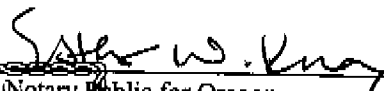
  
 Alan W. Reichow

STATE OF OREGON

County of Washington) ss:  
)

On this 10<sup>th</sup> day of August, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Alan W. Reichow, 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 free act and deed.



  
 Notary Public for Oregon  
 Commission Expires: April 20, 2007

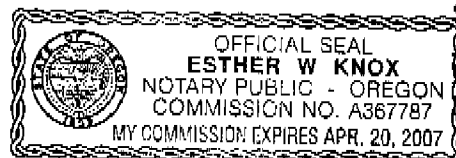
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13<sup>th</sup> day of August, 2004.

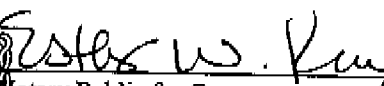
  
 Karl Citek

STATE OF OREGON

County of Washington) ss:  
)

On this 13<sup>th</sup> day of August, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Karl Citek, 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 free act and deed.



  
 Notary Public for Oregon  
 My Commission Expires: April 20, 2007

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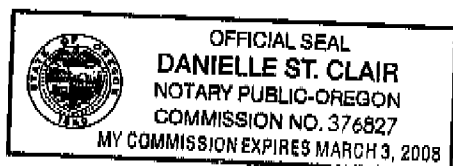
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IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29 day of July, 2004.

[Signature]  
Robert M. Bruce

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 29<sup>th</sup> day of July, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Robert M. Bruce, 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 free act and deed.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 3/3/08

The terms and conditions of this assignment are accepted by the Assignee, NIKE, Inc.

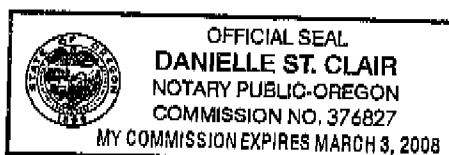
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of August, 2004.

NIKE, Inc.

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

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 23<sup>rd</sup> day of August, 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 free act and deed.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 3/3/08