

Tab settings → → →

102736883

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

1. Name of conveying party(ies):

Robert Barnette
Alchemy Labs, Inc.

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

2. Name and address of receiving party(ies)

Name: NIKE, 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: 10/6/03 and 3/30/04, respectively

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)

10/342,129

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

4/28/04

Date

Total number of pages including cover sheet, attachments, and documents: 7

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

Assignment:

WHEREAS, I, Robert Barnette, a citizen of the United States of America, residing at 4814 SE Harrison Street, Portland, Oregon 97215, have invented an "Eyewear With Frames Having Flexible Earstems," jointly with Gray Holland, for which an application for a Patent of the United States was filed on January 13, 2003, and accorded serial number 10/342,129 (hereinafter "the '129 patent application"); 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 "NIKE, Inc."), 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 '129 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 '129 patent application; and

WHEREAS, Alchemy Labs, Inc., a corporation of the state of California, having a place of business at 590 York Street, Unit 5, San Francisco, California 94110 (hereinafter "Alchemy"), by virtue of an assignment from Gray Holland, has right, title, and interest in an invention of an "Eyewear With Frames Having Flexible Earstems," for which the '129 patent application was filed; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the aforesaid Robert Barnette and Alchemy 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 the '129 patent application, in and to the '129 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 and in and to any and all divisions, reissues, continuations, extensions and renewals thereof, including the right to claim priority of the '129 patent application;

AND WE HEREBY agree that NIKE, Inc. 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 NIKE, Inc.;

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, Inc. 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 NIKE, Inc. 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, Inc. or any assignee of NIKE, Inc. 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, Inc. or any assignee of NIKE, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of

April 2004.

Robert Barnette

Dated: _____ 2004

Name of Witness: _____

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

_____ 2004.

Alchemy Labs, Inc.

By: _____

Name: Gray Holland

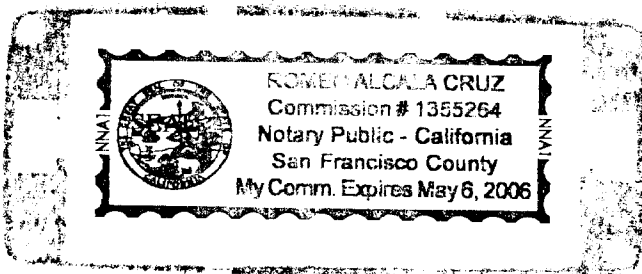
Title: Owner

STATE OF CALIFORNIA)

) ss:

County of SAN FRANCISCO)

On this 30 day of March, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Gray Holland, 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 free act and deed.



Notary Public for California

My Commission Expires: MAY 6, 2006

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 15 day of April 2004.

NIKE, Inc.

By:

William E. Berner, Jr.
Assistant Secretary

STATE OF OREGON)

) ss:

County of Washington)

On this 15th day of April, 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 and sealed the foregoing instrument, and acknowledged the same to be her free act and deed.



SEAL

Katie Maksym
Notary Public for Oregon
My Commission Expires: 2/12/07

Assignment:

WHEREAS, I, Robert Barnette, a citizen of the United States of America, residing at 4814 SE Harrison Street, Portland, Oregon 97215, have invented an "Eyewear With Frames Having Flexible Earstems," jointly with Gray Holland, for which an application for a Patent of the United States was filed on January 13, 2003, and accorded serial number 10/342,129 (hereinafter "the '129 patent application"); 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 "NIKE, Inc."), 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 '129 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 '129 patent application; and

WHEREAS, Alchemy Labs, Inc., a corporation of the state of California, having a place of business at 590 York Street, Unit 5, San Francisco, California 94110 (hereinafter "Alchemy"), by virtue of an assignment from Gray Holland, has right, title, and interest in an invention of an "Eyewear With Frames Having Flexible Earstems," for which the '129 patent application was filed; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the aforesaid Robert Barnette and Alchemy 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 the '129 patent application, in and to the '129 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 and in and to any and all divisions, reissues, continuations, extensions and renewals thereof, including the right to claim priority of the '129 patent application;

AND WE HEREBY agree that NIKE, Inc. 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 NIKE, Inc.;

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, Inc. 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 NIKE, Inc. 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, Inc. or any assignee of NIKE, Inc. 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, Inc. or any assignee of NIKE, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of OCTOBER 2003.



Robert Barnette

Dated: _____ 2003



Name of Witness: FOSLIATO Sobino

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

Alchemy Labs, Inc.

By: _____
Name: Gray Holland
Title: _____

STATE OF CALIFORNIA)
) ss:
County of _____)

On this _____ day of _____, 2003, before me a Notary Public in and for the county and state aforesaid, personally appeared Gray Holland, 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 free act and deed.

Notary Public for California
My Commission Expires: _____

SEAL

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 15th day of April 2003. ^{WEB}

NIKE, Inc.

By:

William E. Berner, Jr.
Assistant Secretary

STATE OF OREGON)

) ss:

County of Washington)

On this 15th day of April, 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 her free act and deed.



SEAL

Katie Maksym
Notary Public for Oregon
My Commission Expires: 2/12/07