

07-21-2004

DEPARTMENT OF COMMERCE
AND TRADEMARK OFFICE

To the Honorable Commissioner of Patents and Trademarks

Please record the attached original documents or copy thereof.

102796226

7.13.04

1. Name of conveying party(ies):

Matthew D. Nordstrom

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **July 8, 2004**

2. Name and address of receiving party(ies):

Name: **Nike, Inc.**Street Address: **One Bowerman Drive**City, State, Zip: **Beaverton, Oregon 97005-6453**

Additional name(s) & address(es) attached?

☐ YES ☒ NO

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):

(include series code or filing date)

B. Patent No.(s):

10/797,589 - Filed: March 10, 2004Additional application or patent numbers attached? ☐ YES ☒ NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Gregory J. Cohan, Esq.****BANNER & WITCOFF, LTD**Address: **28 State Street, 28th Floor**City, State, Zip: **Boston, MA 02109-1775**6. Total number of applications and patents involved: **1**

7. Total Fee (37 CFR 3.41)

\$ 40.00

Enclosed

☒ Authorized to charge Deposit Account 19-0733.

(A duplicate of this sheet is enclosed.)

8. Should any fee adjustment be necessary to effect proper recordation, please debit or credit our Deposit Account No. **19-0733**, as necessary.

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.

Gregory J. Cohan, Esq. (Reg. No. 40,959)

Name of Person Signing

Signature

Date

Atty. Docket No **005127.00288**Total number of pages including cover sheet, attachments and document: **4**

07/15/2004 JADD01 00000069 190733 10797589

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CERTIFICATE OF EXPRESS MAILING UNDER 37 C.F.R. § 1.10

The undersigned hereby certifies that this United States Patent Application and all papers noted herein as being attached, are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" Service under 37 C.F.R. § 1.10 today, **July 13, 2004** and is addressed to: Mail Stop Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

By

Donna M. Tomaso

Express Mail Label No.: **EV 436 813 532 US**

AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, I, Matthew D. Nordstrom, a citizen of the United States of America, residing at 2953 N.E. 51st Avenue, Portland, Oregon 97213, have invented **ARTICLE OF SWIMWEAR WITH RESILIENT SEAL**, for which an application for a Patent of the United States was filed on **March 10, 2004**, and accorded Application Serial No. **10/797,589**; 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 **Matthew D. Nordstrom**, 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 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 8th day of

July, 2004.

Matthew D. Nordstrom
Matthew D. Nordstrom

STATE OF OREGON)
) ss:
County of Washington)

On this 8th day of July, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared **Matthew D. Nordstrom**, 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: 3/3/08

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 9 day of July, 2004.

NIKE, Inc.

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

STATE OF OREGON)
) ss:
County of Washington)

On this 9th day of July, 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 his free act and deed.

Danielle St. Clair
Notary Public for Oregon
My Commission Expires: 3/3/08

SEAL

