PATENTS C

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Form PTO-1592 (modified)

10.26-04

| To the Honorable Commissioner of Patents and Trademarks: | <u> </u> |
|---|---|
| 1. Name of Conveying Party or Parties: 1. Tinker L. Hatfield 2. Thomas Foxen Additional Names of conveying party or parties attached? ☐ Yes ☒ No 3. Nature of Conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other Execution Date: October 20, 2004 | 2. Name and address of receiving party or parties: Nike, Inc. One Bowerman Drive Beaverton, Oregon 97005-6453 Additional Name(s) and address(es) attached? Yes No |
| 4. Application Number(s) or Patent Number(s): | 0.1013 |
| If this document is being filed together with a new application | , the execution date of the application is: October 20, 2004 |
| A. Patent Application Number(s): | B. Patent Number(s): |
| Additional Numbers attached? ☐ Yes ☒ No | |
| 5. Name and address of party to whom correspondence concerning the document should be mailed: Anthony W. Kandare Banner & Witcoff, Ltd. 1001 G Street, N.W., Suite 1100 Washington, D.C. 20001-4597 | 6. Total Number of Applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 □ Enclosed ☑ Authorized to be charged to deposit account' □ Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment 8. Deposit Account No.: 19-0733 |
| Do Not Use this Space | |
| | |
| 9. Statement and Signature: | |
| To the best of my knowledge and belief, the foregoing in | nformation is true and correct and any attached copy is a true copy of |
| | 1+11/1/1 |
| To the best of my knowledge and belief, the foregoing in the original document. | Into W Kalan October 26, 2004 |

PATENT

REEL: 015927 FRAME: 0954

AGREEMENTS

Confirmation/Assignment 1:

WHEREAS, We, <u>Tinker L. Hatfield</u> and <u>Thomas Foxen</u>, citizens of the United States of America, residing at <u>2330 N.E. Thompson</u>, <u>Portland</u>, <u>Oregon 97212</u> and <u>4402 S.W. Hume Street</u>, <u>Portland</u>, <u>Oregon 97219</u>, respectively, have invented a <u>Portion of a Shoe Outsole</u> for which an application for a Patent of the United States was executed on even date herewith; 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 Tinker L. Hatfield and Thomas Foxen 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 Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof to said Assignee;

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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 her | reunto set my hand and seal this 20 day of | |
|---|--|--|
| | Tinker L. Hatfield | |
| STATE OF OREGON)) ss: | | |
| County of Washington) | | |
| On this Apply day of, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared <u>Tinker L. Hatfield</u> 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. | | |
| | Dancelle St. Clair | |
| SEAT | Notary Public for Óregon My Commission Expires: 3/3/07 | |

SEAL



| IN WITNESS WHEREOF, I have here 2004. | unto set my hand and seal this 201 day of | |
|---|--|--|
| | Thomas Foxen | |
| STATE OF OREGON) | | |
| County of Washington) ss: | | |
| On this 20th day of 2ct. for the county and state aforesaid, personally a known to me to be the person of that name wh and acknowledged the same to be his/her free a | o signed and sealed the foregoing instrument, | |
| SEAL OFFICIAL SEAL DANIELLE ST. CLAIR NOTARY PUBLIC-OREGON COMMISSION NO. 376827 MY COMMISSION EXPIRES MARCH 3, 2008 | 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 2/5+ day of 2004. | | |
| | NIKE Inc. By: William E. Berner, Jr. Assistant Secretary | |
| STATE OF OREGON)) ss: County of Washington) | | |
| On this 21st day of Oct., 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. | | |
| OFFICIAL SEAL DANIELLE ST. CLAIR NOTARY PUBLIC-OREGON COMMISSION NO. 376827 MY COMMISSION EXPIRES MARCH 3 2008 | Notary Public for Oregon My Commission Expires: 3/3/08 | |

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RECORDED: 10/26/2004