

12-17-2004

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To the Director of the U.S. Patents and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Marni L. Gerber

Execution Date(s) November 30, 2004

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: Oregon

Country: USA Zip: 97005-6453

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application number(s) or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

☒ This document is being filed together with a new application.

Additional numbers attached? ☐ Yes ☒ No

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

Name: H. Wayne Porter

Internal Address: Banner & Witcoff, Ltd.

Street Address: 1001 G Street, N.W.

11th Floor

City: Washington

State: DC Zip: 20001

Phone Number : (202) 824-3000

Fax Number: (202) 824-3001

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-0733

Authorized User Name _____

9. Signature :

December 8, 2004

H. Wayne Porter

Signature

Date

Total number of pages including cover sheet, attachments, and documents 4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

12/17/2004 GTDN11 00000053 190733 29218772
01 FEB02 40.00 DA

PATENT
REEL: 016071 FRAME: 0095

AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, I, Marni L. Gerber, a citizen of the United States, residing at 18406 Nixon Avenue, West Linn, Oregon 97068 have invented a Portion Of A Shoe Upper 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, I, the aforesaid Marni L. Gerber 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 30th day of Nov 2004.

Marni L. Gerber

STATE OF OREGON)

) ss:

County of Washington)

On this 30th day of Nov, 2004, before me a Notary Public in and for the county and state aforesaid, personally appeared Marni L. Gerber, 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 2 day of December 2004.

NIKE, Inc.

By: William E. Berner, Jr.

William E. Berner, Jr.
Assistant Secretary

STATE OF OREGON)

) ss:

County of Washington)

On this 2nd day of December 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.



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

SEAL