# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Michael A. Aveni	09/14/2005

## **RECEIVING PARTY DATA**

Name:	NIKE, Inc.
Street Address:	One Bowerman Drive
City:	Beaverton
State/Country:	OREGON
Postal Code:	97005-6453

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11205280

## **CORRESPONDENCE DATA**

Fax Number: (617)720-9601

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-720-9600

Email: gcohan@bannerwitcoff.com

Correspondent Name: Gregory J. Cohan
Address Line 1: Banner & Witcoff, Ltd.
Address Line 2: 28 State St., 28th Floor

Address Line 4: Boston, MASSACHUSETTS 02109-1775

NAME OF SUBMITTER: Gregory J. Cohan

Total Attachments: 3

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> PATENT REEL: 016550 FRAME: 0912

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### **AGREEMENTS**

# Confirmation/Assignment 1:

WHEREAS, I, **Michael A. Aveni**, a citizen of the United States, residing at 13581 Provincial Hill Way, Lake Oswego, Oregon, 97035, have invented **ARTICLE OF FOOTWEAR WITH SPHERICAL SUPPORT ELEMENTS**, for which an application for a Patent of the United States was filed on **August 15**, 2005, and accorded Application Serial No. 11/205,280; 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 **Michael A. Aveni**, 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,

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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 WHEREC	_ *	set my hand and seal this 17 day of	Ť
		M /	
		Michael A. Aveni	
STATE OF OREGON	)		

On this / day of \_\_\_\_\_\_, 2005, before me a Notary Public in and for the county and state aforesaid, personally appeared Michael A. Aveni, 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.

Parielle St Cla

Notary Public for Oregon
My Commission Expires:

**SEAL** 

County of Washington



IN WITNESS WHER Seylember, 2005.	EOF, I have hereunto set i	my hand and seal this	s 14 <sup>th</sup> day of
V	NI	KE, Inc.	
	By:	James a. Mu	ynoli
	Ag	mes A. Niegowski/ torney in Fact	
	(At	torney in Fact	
STATE OF OREGON  County of Washington	) ) ss:		
•	Jept., 2005, beford James A. Niegowski, to me keregoing instrument, and acknow	cnown and known to me to	o be the person of that
<b>C</b>	<u>L</u>	anielle st	t. Clair
		tary Public for Oregon  Commission Expires:	3/3/08
C	OFFICIAL SEAL ANIELLE ST. CLAIR DTARY PUBLIC-OREGON DIMMISSION NO. 376827 MISSION EXPIRES MARCH 3, 2008		

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