

08-04-2005



1 SHEET

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To the Director of the U.S. Patent and Trademark Office

103054508

Attached documents or the new address(es) below.

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

John T. Stites
Gary G. Tavares

Execution Date(s) July 15, 2005

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Nike USA, Inc.

Internal Address: _____

Street Address: One Bowdoin Drive

City: Beaverton

State: Oregon

Country: U.S. Zip: 97005

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

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

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

A. Patent Application No.(s)
11/125,327

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: William F. Rauchholz

Internal Address: Banner & Witcoff, Ltd.

1001 G Street, N.W., 11th Floor

Street Address: _____

City: Washington

State: D.C. Zip: 20001

Phone Number: 202-824-3000

Fax Number: 202-824-3001

Email Address: wrauchholz@bannerwitcoff.com

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:

William F. Rauchholz
Signature

William F. Rauchholz, Reg. No. 34,701

Date: July 29, 2005

Total number of pages including cover
attachments, and documents

4

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

08/03/2005 ECDOPER 00000150 190733 11125327
01 FC:8021 40.00 BA

PATENT
REEL: 016826 FRAME: 0809

AGREEMENTSConfirmation/Assignment 1:

WHEREAS, we, John T. Stites, a citizen of the United States of America, residing at 224 Rentz Place Circle, Weatherford, Texas 76086 and Gary G. Tavares, a citizen of the United States of America, residing at 2094 Church Road, Azle, Texas 76020, have invented an invention entitled "GOLF CLUBS AND GOLF CLUB HEADS," for which an application for a Patent of the United States was filed on May 10, 2005 as U.S. Patent Appln. No. 11/125,327;

WHEREAS, NIKE USA, Inc., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005 (hereinafter "NIKE USA"), 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 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 aforesaid patent application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the aforesaid John T. Stites and Gary G. Tavares, 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 an agreement with NIKE USA) sell, assign and transfer or, if not already done so, do sell, assign and transfer unto NIKE USA, 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 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 aforesaid patent application;

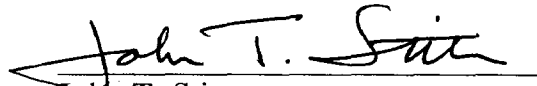
AND WE HEREBY agree that NIKE USA, its successors or assigns, may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof anywhere in the world for said invention in its own name, we further authorize 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 said NIKE USA, its successors or assigns;

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;

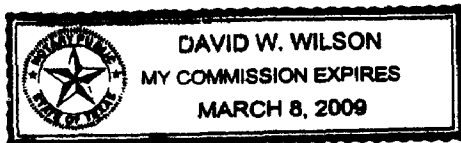
AND WE HEREBY agree to communicate to NIKE USA, its successors, assigns, or representatives, any facts known to us respecting said invention, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, sign all lawful documents which NIKE USA, its successors or assigns 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 USA, its successors or assigns, 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 USA, or any successors or assigns of NIKE USA.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of July, 2005.

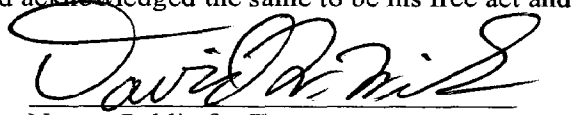

John T. Stites

STATE OF TEXAS)
) ss:
County of Tarrant)

On this 15 day of July, 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared John T. Stites, 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.



SEAL


Notary Public for Texas
My Commission Expires: Mar 8, 2009

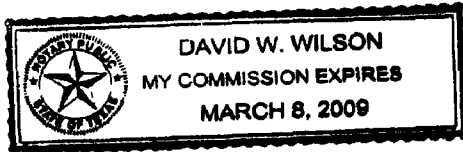
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of

July, 2005.

Gary G. Tavares
Gary G. Tavares

STATE OF TEXAS)
) ss:
County of Tarrant)

On this 15 day of July, 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Gary G. Tavares, 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.



SEAL

David W. Wilson
Notary Public for Texas
My Commission Expires: March 8, 2009

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of

July, 2005.

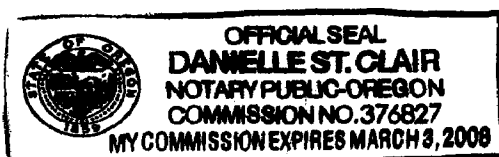
NIKE USA, Inc.

By:

James A. Niegowski
James A. Niegowski
Attorney in Fact

STATE OF OREGON)
) ss:
County of Washington)

On this 26th day of July, 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared James A. Niegowski, 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.



SEAL

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