

10-17-2005

RECORDED



103101652

To the Director of the U.S. Patents and Tradem.

or the new address(es) below.

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

- 1) Frederick J. Dojan
- 2) Thomas Foxen
- 3) John F. Swigart
- 4) Eric Steven Schindler

Execution Date(s) 1)-3)September 13, 2005 and 4)-September 30, 2005

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: U.S. 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)

This document is being filed together with a new application.

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: Anthony W. Kandare, Esq.

Internal Address: Banner & Witcoff, Ltd.

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

City: Washington

State: D.C. Zip: 20001

Phone Number: 202-824-3244

Fax Number: 202-824-3744

Email Address: akandare@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 :

October 12, 2005

Anthony W. Kandare, Reg. No. 48,830

Total number of pages including coversheet, attachments, and documents

6

10-17-05

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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

PATENT
REEL: 017080 FRAME: 0174

AGREEMENTSConfirmation/Assignment 1:

WHEREAS, We, Frederick J. Dojan, a citizen of the United States of America, residing at 12710 N.W. 47th Avenue, Vancouver, Washington 98685; Thomas Foxen, a citizen of the United States of America, residing at 4402 S.W. Hume Street, Portland, Oregon 97219; John F. Swigart, a citizen of the United States of America, residing at 14024 N.W. Eagleridge Lane, Portland, Oregon 97229; and Eric Steven Schindler, a citizen of the United States of America, residing at 5650 NW 180th Place, Portland, Oregon 97229, have invented A PORTION OF A SHOE MIDSOLE, 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 Frederick J. Dojan, Thomas Foxen, John F. Swigart and Eric S. Schindler, 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;

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 hereunto set my hand and seal this 13 day of September, 2005.

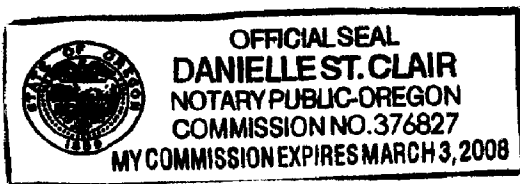
Frederick J. Dojan
Frederick J. Dojan

STATE OF OREGON)
) ss:
County of Washington)

On this 13th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Frederick J. Dojan, 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



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of SEPTEMBER, 2005.

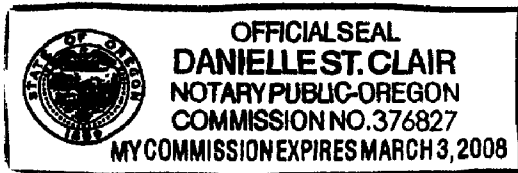
Thomas Foxen
Thomas Foxen

STATE OF OREGON)
) ss:
County of Washington)

On this 13th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Thomas Foxen, 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



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of September, 2005.

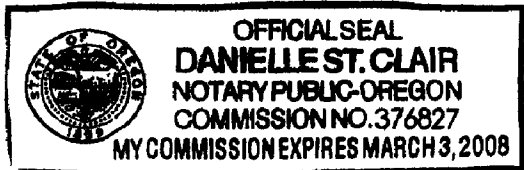
John F. Swigart
John F. Swigart

STATE OF OREGON)
) ss:
County of Washington)

On this 13th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared John F. Swigart, 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



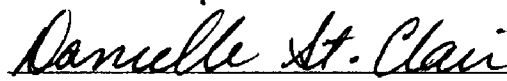
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of September, 2005.



Eric Steven Schindler

STATE OF OREGON)
) ss:
County of Washington)

On this 30th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Eric Steven Schindler, 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.



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 30th day of September 2005.

NIKE, Inc.

By: James A. Niegowski
James A. Niegowski
Attorney in Fact

STATE OF OREGON)
) ss:
County of Washington)

On this 30th day of Sept., 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.

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

SEAL

