

10-20-2005



103103884

10/17/05

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

Attachments or the new address(es) below.

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

- 1) Michael Aveni
- 2) William J. Cass
- 3) Anthony C. Dean
- 4) Fred G. Fagergren
- 5) Kurt Joseph Stockbridge
- 6) Randall Wyszynski

Execution Date(s) 1),3), & 4)-9/14/05; 2),5) & 6)-9/29/05.

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

11B241 U.S. PTO
29/240519

101705

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@bannervitcoff.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 _____

10/19/2005 DBYRNE 0000003 190733 29240519

01 FC:0021

40.00 DA

9. Signature :

October 17, 2005

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

Total number of pages including coversheet, attachments, and documents

Name of Person Signing

(015127.00534)

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

AGREEMENTSConfirmation/Assignment 1:

21798 N. Sherwood Blvd #207
 Sherwood, OR 97140

WHEREAS, We, Michael Aveni, a citizen of the United States of America, residing at 13581 Provincial Hill Way, Lake Oswego, Oregon 97035; William J. Cass, a citizen of the United States of America, residing at 5613 S.W. Garden Home Road, Portland, Oregon 97219; Anthony C. Dean, a citizen of the United States of America, residing at ~~16100 SW Century Drive, #24, Sherwood, Oregon 97140~~ ^{ACD}; Fred G. Fagergren, a citizen of the United States of America, residing at 773 SE 63rd Drive, Hillsboro, Oregon 97123; Kurt Joseph Stockbridge, a citizen of the United States of America, residing at 4668 Hastings Place, Lake Oswego, Oregon 97035; and Randall Wyszynski, a citizen of the United States of America, residing at 577 10th Street, Lake Oswego, Oregon 97034, 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 Michael Aveni, William J. Cass, Anthony C. Dean, Fred G. Fagergren, Kurt Joseph Stockbridge, and Randall Wyszynski, 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 17 day of September, 2005.

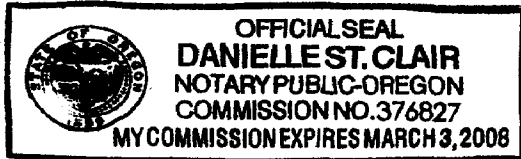
MA 16
Michael Aveni

STATE OF OREGON)
) ss:
County of Washington)

On this 14th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Michael 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 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 29th day of SEPTEMBER, 2005.

[Signature]
William J. Cass

STATE OF OREGON)
) ss:
County of Washington)

On this 29th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared William J. Cass, 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 14 day of September, 2005.

Anthony C. Dean
Anthony C. Dean

STATE OF OREGON)
) ss:
County of Washington)

On this 14th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Anthony C. Dean, 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



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of September, 2005.

Fred G. Fagergren
Fred G. Fagergren

STATE OF OREGON)
) ss:
County of Washington)

On this 14th day of Sept., 2005, before me, a Notary Public in and for the county and state aforesaid, personally appeared Fred G. Fagergren, 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

