October 17, 2005 Signature Date William F. Rauchholz, Reg. No.

Name of Person Signing

34,701

Email Address: wrauchholz@bannerwitcoff.com

9. Signature:

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

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

Authorized User Name

## **AGREEMENTS**

## Confirmation/Assignment 1:

WHEREAS, I, Albert Shum, a citizen of the United States of America, residing at 2235 N.W. Irving Street, Portland, Oregon 97210, have invented INTERFACES AND SYSTEMS FOR DISPLAYING ATHLETIC PERFORMANCE INFORMATION ON ELECTRONIC DEVICES, for which an application for a Patent of the United States was filed on July 25, 2005 under Application No. 11/188,112; 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 also referred to as 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 Albert Shum, 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,

Page 1 of 3

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 W.		ereunto set my hand and seal this day of
		Albert Shum
STATE OF OREGON	) ) ss:	
County of Washington	)	
	appeared Albert Shum to	, 2005, before me a Notary Public in and for the county o me known and known to me to be the person of that name who wledged the same to be his free act and deed.
SEAL NOT	OFFICIAL SEAL MELLE ST. CLAIR ARY PUBLIC-OREGON MISSION NO:376827 BRION EXPIRES MARCH 8, 2008	Notary Public for Oregon My Commission Expires: 3/3/08

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 12th day of NIKE, Inc. Attorney in Fact STATE OF OREGON ) ss: County of Washington 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:

**SEAL** 

**RECORDED: 10/17/2005** 

