

Form PTO-1599 (Rev. 09/04)  
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U.S. Department of COMMERCE  
United States Patent and Trademark Office

# **RECORDATION FORM COVER SHEET 005127.00528**

## **PATENTS ONLY**

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

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

James Hal Melhart  
David Turner

Execution Date(s) 12/6/05

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, Inc.

Internal Address: \_\_\_\_\_

Street Address: One Bowerman Drive

City: Beaverton

State: Oregon

Country: USA Zip: 97005

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

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

A. Patent Application No.(s)  
11/241,793

☐ 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: Byron S. Kuzara

Internal Address: \_\_\_\_\_

Street Address: c/o Banner & Witcoff, Ltd.

1001 G Street, NW

City: Washington

State: DC Zip: 20001

Phone Number: 503-425-6800

Fax Number: 503-425-6801

Email Address: bkuzara@bannerwitcoff.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ 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 Byron S. Kuzara

### 9. Signature :

Byron S. Kuzara  
Signature

12/15/05

Date

Byron S. Kuzara

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

4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

005127.00528 US

## AGREEMENTS

### Confirmation/Assignment 1:

WHEREAS, We, James Hal Melhart, a citizen of the United States of America, and David Turner, a citizen of Canada, residing at 15958 NW Oak Hills Drive, Beaverton, OR 97006 and 7845 SW Walnut Lane, Portland, OR 97225, respectively, have invented an Article of Apparel with Zonal Stretch Resistance for which an application for a Patent of the United States was filed on 9/30/05, and accorded serial number 11/241,793; 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 James Hal Melhart and David Turner 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

005127.00528 US


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 6 day of DECEMBER 2005.

  
James Hal Melhart

STATE OF OREGON ) ss:  
County of Washington )

On this 6<sup>th</sup> day of December, 2005, before me a Notary Public in and for the county and state aforesaid, personally appeared James Hal Melhart, to me known and known to me to be the person of that name who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.



  
Notary Public for Oregon  
My Commission Expires: 3/3/08

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of DECEMBER 2005.

  
David Turner

STATE OF OREGON ) ss:

005127.00528 US

County of Washington )

On this 6<sup>th</sup> day of December, 2005, before me a Notary Public in and for the county and state aforesaid, personally appeared David Turner, to me known and known to me to be the person of that name who signed the foregoing instrument, and acknowledged the same to be his/~~her~~ free act and deed.



Danielle St. Clair  
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 6<sup>th</sup> day of December 2005.

NIKE, Inc.

By:

James A. Niegowski  
James A. Niegowski  
Attorney in Fact

STATE OF OREGON ) ss:  
County of Washington )

On this 6<sup>th</sup> day of December, 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 the foregoing instrument, and acknowledged the same to be his/~~her~~ free act and deed.



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