

01-20-2006

RECORD

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

103161190

or the new address(es) below.

113000 U.S. PTO
29/251835

011706

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

Andrew CAINE

Execution Date(s) January 10, 2006

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):

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

A. Patent Application No.(s)

B. Patent No.(s)

01/19/2006 DBYRNE 00000281 190733 29251835
01 FC 6021 40.00 DA

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Darrell G. Mottley

Internal Address: Banner & Witcoff, Ltd.

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

City: Washington

State: D.C. Zip: 20001

Phone Number: 202-824-3000

Fax Number: _____

Email Address: dmottley@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 :

Darrell G. Mottley
Darrell G. Mottley Reg. No. 42,912

December 17, 2006

Total number of pages including coversheet, attachments, and documents

4

Name of Person Signing (015127.00652)

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: 017469 FRAME: 0632

AGREEMENTS**Confirmation/Assignment 1:**

WHEREAS, I, Andrew Caine, a citizen of the United Kingdom, residing at 333 N.W. 9th Avenue, #1116, Portland, OR 97209 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, I, the aforesaid Andrew Caine 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, 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 WHEREOF, I have hereunto set my hand and seal this 10 day of

January 2006 AC

Andrew Caine
Andrew Caine

STATE OF OREGON)
) ss:
County of Washington)

On this 10th day of Jan., ²⁰⁰⁶2005, before me a Notary Public in and for the county and state aforesaid, personally appeared Andrew Caine, known 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/~~her~~ free act and deed.

Danielle St. Clair
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 10th day of

January 2005.

NIKE, Inc.

By:

James A. Niegowski
James A. Niegowski
Attorney in Fact

STATE OF OREGON)

) ss:

County of Washington)

On this 10th day of Jan., 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

