## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Marni Luhta Gerber	06/07/2006

## **RECEIVING PARTY DATA**

Name:	Nike, Inc.
Street Address:	One Bowerman Drive
City:	Beaverton
State/Country:	OREGON
Postal Code:	97005

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29247501

## **CORRESPONDENCE DATA**

Fax Number: (202)824-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-824-3000

Email: dgerk@bannerwitcoff.com

Correspondent Name: David R. Gerk Address Line 1: 1001 G Street, N.W. Address Line 2: Eleventh Floor

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 015127.00725

NAME OF SUBMITTER: David R. Gerk

**Total Attachments: 3** 

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**PATENT** 

## **AGREEMENTS**

### Confirmation/Assignment 1:

WHEREAS, I, Marni Luhta Gerber a citizen of the United States of America, residing at West Linn, Oregon have invented a Portion of A Shoe Outsole for which an application for a Patent of the United States

$\boxtimes$	will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR
	hereby authorizes, and requests, ASSIGNEE'S legal representatives, of
	Banner & Witcoff, LTD., 1001 G Street NW, Eleventh Floor, Washington,
	DC 20001-4597, who are associated with customer number 22907, to
	insert here in parenthesis (U.S. Serial No. 29/247,501
	filed June 22, 2006 ) this APPLICATION's U.S. Serial Number and filing
	date, when known;
	was filed on and was given U.S. Serial No;
믬	· · · · · · · · · · · · · · · · · · ·
Ш	is filed concurrently herewith;

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, 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.

_CMM	WITNESS W	HEREOF, I ha 2006.	ve hereun	o set my han	d and seal this	day of
				Marni Vut	a Gerber	
STATE OF	OREGON	)	ss:	·		
County of V	<b>Vashington</b>	ý	00.			
known to m	state atores ne to be the p	aid, personally	appeared ame who	Marni Luhta signed and s	a Notary Public Gerber, to me k ealed the forego	nown and
				Notary Pu My Comm	blic for Oregon nission Expires:	1. Clair 3/3/08
SEAL		OFFICIAL SEA DANIELLE ST ( NOTARY PUBLIC-OI	CLAIR			

COMMISSION NO. A376827 MY COMMISSION EXPIRES MARCH 3, 2008

Inc.	I ne terms and condition	is of this assignme	nt are accepted by the Ass	ignee, NIKE,
<del></del>	IN WITNESS WHEREO	F, I have hereunto	set my hand and seal this	12th day of
		Ву		Sai
			James A. Niegowski / Attorney in Fact	
STATE	E OF OREGON	)	,	
County	y of Washington	) ss: )		
known	r and state aforesaid, peার্ব	sonally appeared <u>J</u> of that name who si	6, before me a Notary Publi ames A. Niegowski, to me gned and sealed the forego I deed.	known and
			Notary Public for Oregon	Clair
SEAL	<u></u>		My Commission Expires:	5/5/08
SEAL	NOTARY COMMIS	FFICIAL SEAL  ELLE ST CLAIR  / PUBLIC-OREGON SION NO. A376827 NEXPIRES MARCH 3, 2008		