



103368411

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1.26.07

1. Name of conveying party(ies):
Tate E. Kuerbis
Wilson W. Smith, III

Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Nike, Inc.
Address: One Bowerman Drive
Beaverton, Oregon 97005-6453

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

NOTICE OF EXPRESS MAILING

Express Mail Mailing Label Number: EV962540098US

Date of Deposit with USPS: January 26, 2007

Person making Deposit: Laurence B. Bond

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29/271770



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3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 22, 2007

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

If this document is being filed together with a new application, the execution data of the application is: January 22, 2007

A. Patent Application No.(s)

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: Laurence B. Bond
TraskBritt
P.O. Box 2550
Salt Lake City, UT 84110-2550

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-1469

(Attach duplicate copy of this page if paying by deposit account)

01/30/2007 DBYRME 00000130 29271770
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9. Statement and signature.

Attorney Docket No.: 2465-8129US

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laurence B. Bond

Name of Person Signing
Registration No. 30,549

Signature

26 / January / 2007

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

AGREEMENTS

Confirmation/Assignment 1:

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WHEREAS, we, Tate E. Kuerbis, a citizen of the United States, residing in Portland, Oregon and Wilson W. Smith III, a citizen of the United States, residing in Tualatin, Oregon, have invented a new, original, and ornamental design for a PORTION OF A SHOE UPPER for which an application for a Patent of the United States was executed on 1/22, 2007, 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights 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;

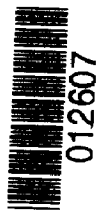
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the aforesaid Tate E. Kuerbis and Wilson W. Smith, III by these presents do confirm that we did (under the law of the jurisdiction(s) where the invention was conceived, reduced to practice 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights 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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, 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;

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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, Design Rights, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof worldwide when requested to do so by said Assignee or any assignee of said Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of JANUARY, 2007.

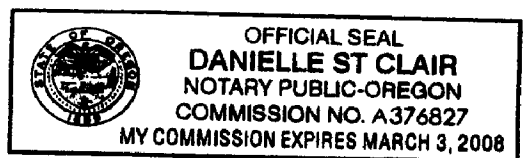
TATE E. KUERBIS

STATE OF OREGON)
) ss:
County of Washington)

On this 22nd day of Jan., 2007, before me a Notary Public in and for the county and state aforesaid, personally appeared Tate E. Kuerbis, to me known 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.

Notary Public

My Commission Expires:
3/3/08



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of

January, 2007.

Wilson W. Smith, III

WILSON W. SMITH, III

112921 U.S. PTO
29/271770



STATE OF Oregon)
) ss:
County of Washington)

On this 22nd day of Jan., 2007, before me a Notary Public in and for the county and state aforesaid, personally appeared Wilson W. Smith, III, to me known 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

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 hereto set my hand and seal this 23rd day of

January, 2007.

NIKE, INC.

By: *James A. Niegowski*
Name: James A. Niegowski
Title: Attorney in Fact

STATE OF OREGON)
) ss.
County of Washington)

On this 23rd day of Jan., 2007, 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 her free act and deed.

Danielle St. Clair
Notary Public for Oregon

My Commission Expires:
3/3/08

Document in ProLaw

