

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Graeme McMillan	03/26/2008
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:	29317298
CORRESPONDENCE DATA	
Fax Number:	(312)463-5001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ntito@bannerwitcoff.com
Correspondent Name:	Banner & Witcoff, LTD.
Address Line 1:	10 South Wacker Dr.
Address Line 2:	Ste. 3000
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	015127.01216
NAME OF SUBMITTER:	Nina B. Tito
Total Attachments: 3 source=01216SoleAssignment#page1.tif source=01216SoleAssignment#page2.tif source=01216SoleAssignment#page3.tif	

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PATENT  
REEL: 021078 FRAME: 0412

## AGREEMENTS

Confirmation/Assignment 1:

WHEREAS, I, Graeme McMillan, a citizen of Canada and the United Kingdom, residing in The Netherlands have invented a PORTION OF A SHOE MIDSOLE for which an application for a Patent of the United States

- ☒ will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR hereby authorizes, and requests, ASSIGNEE'S legal representatives, of Banner & Witcoff, LTD., 1100 13th Street N.W., Suite 1200, Washington, DC 20005-4051, who are associated with customer number 22907, to insert here in parenthesis (U.S. Serial No. 29/317,298 \_\_\_\_\_, filed 4/25/2008 \_\_\_\_\_) this APPLICATION's U.S. Serial Number and filing date, when known;
- ☐ was filed on \_\_\_\_\_ and was given U.S. Serial No. \_\_\_\_\_
- ☐ 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

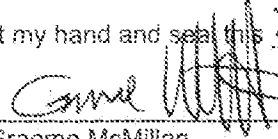
for said invention in its own name, I further authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to record this assignment and issue all said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility 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 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 26<sup>th</sup> day of MARCH, 2008.

  
Graeme McMillan

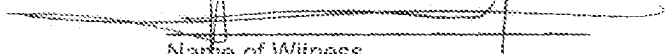
This assignment should be signed before at least two witnesses who also sign here:

26.03.2008  
Date

  
Name of Witness,

Vivian Van Schagen

26.03.2008  
Date

  
Name of Witness

Olivier Henri'chot

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 31<sup>st</sup> day of March, 2008

NIKE, Inc.

By: James A. Niegowski

James A. Niegowski  
Attorney in Fact

STATE OF OREGON )

ss:

County of Washington )

On this 31<sup>st</sup> day of March, 2008, 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.

Tina C Warner  
Notary Public for Oregon  
My Commission Expires: 11/28/09

SEAL

