# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Robert Mervar	06/09/2008

### **RECEIVING PARTY DATA**

Name:	NIKE, Inc.
Street Address:	One Bowerman Drive
City:	Beaverton
State/Country:	OREGON
Postal Code:	97005-6453

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29319683

## **CORRESPONDENCE DATA**

Fax Number: (202)824-3001

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

Phone: (202) 824-3000

sstrickland@bannerwitcoff.com Email:

Correspondent Name: Robert S. Katz c/o Banner & Witcoff, LTD

Address Line 1: 1100 13th Street NW, Suite 1200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-4051

ATTORNEY DOCKET NUMBER:	015127.01262
NAME OF SUBMITTER:	Robert S. Katz

Total Attachments: 3

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**PATENT** 

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#### **AGREEMENTS**

## Confirmation/Assignment 1:

WHEREAS, we, Robert Mervar, a citizen of the United States, residing in Portland, Oregon and Pamela Greene, a citizen of the United States, residing in Portland, Oregon have invented a Shoe Upper for which an application for a Patent of the United States

will be filed without this executed PATENT ASSIGNMENT. ASSIGNOR

$\boxtimes$	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. 29/319,683
	filed 6/12/2008 ) this APPLICATION's U.S. Serial Number and filing
	date, when known;
	was filed on and was given U.S. Serial No ;
$\overline{\Box}$	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, we, 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 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	e hereunto set my hand and seal this <u>9</u> day of
JUNE , 2008.	Joseph Cun
	Robert Mervar
STATE OF OREGON	)
	) ss:
County of Washington	)
On this What ag of June 200	08, before me a Notary Public in and for the county
	d Robert Mervar, to me known and known to me to
	and sealed the foregoing instrument, and
acknowledged the same to be his/her fre	· · · · · · · · · · · · · · · · · · ·
	Notary Public for Oregon
	My Commission Expires:
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IN WITNESS WHEREOF, I have hereunto set my hand and seat thisday of 2008.
Parryela Greene
STATE OF OREGON )
County of Washington )
On this day of <u>Julie</u> , 2008, before me a Notary Public in and for the county and state aforesaid, personally appeared Pamela Greene, 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.
Notary Public for Oregon OFFICIAL SEAL TINA C WARNER  TWA C WARNER
NOTARY PUBLIC-OREGON COMMISSION NO. 399935 MY COMMISSION EXPIRES NOVEMBER 28, 2009
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 77 day of 2008.
By: James A. Niegowski / Attorney in Fact
STATE OF OREGON ) ) ss: County of Washington )
On this day of June, 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.
Notary Public for Oregon  My Commission Exprises: 1/2/19
SEAL My Commission Expires: ////S/07
OFFICIAL SEAL  TINA C WARNER  NOTARY PUBLIC-OREGON  COMMISSION NO. 399935 Page 3 of 3  MY COMMISSION EXPIRES NOVEMPER 28, 2009

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**RECORDED: 06/18/2008**