# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
James S. Thomas	02/12/2009

### **RECEIVING PARTY DATA**

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

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12349886

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	005127.01336/BVP/TKW

NAME OF SUBMITTER: Bradley J. Van Pelt

Total Attachments: 3 source=Assign1#page1.tif source=Assign1#page2.tif source=Assign1#page3.tif

> PATENT REEL: 022394 FRAME: 0244

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### **AGREEMENTS**

## Confirmation/Assignment 1:

WHEREAS, I, <u>James S. Thomas</u>, a citizen of the United States of America, residing at <u>Ft. Worth, Texas</u>, together with <u>Robert Lukasiewicz</u>, and all inventors having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005, have invented "<u>Fitting System Cart For Golf Club Heads and Shafts</u>," for which an application for a Patent of the United States was filed on <u>January 7, 2009</u>, and assigned serial number <u>12/349,886</u> (the "Patent Application"); and

WHEREAS, NIKE USA, Inc., a corporation of the State of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005 (hereinafter "NIKE USA"), 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 Patent Application, and in and to any Patents, Design Registrations, 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 Patent Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the aforesaid <u>James S. Thomas</u>, 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 an agreement with NIKE USA) sell, assign and transfer or, if not already done so, do sell, assign and transfer unto NIKE USA, its successors, legal representatives and assigns, the full, exclusive and worldwide right in and to said invention as described in said Patent Application, in and to the aforesaid Patent Application and in and to any Patents, Design Registrations, 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 Patent Application;

AND I HEREBY agree that NIKE USA, its successors or assigns, may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights 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, and legal equivalents thereof to said NIKE USA, its successors or assigns;

AND I HEREBY warrant and covenant that I neither 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 NIKE USA, its successors, assigns, or 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 NIKE USA, its successors or assigns 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 NIKE USA, its successors or assigns, to obtain and enforce said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights and legal equivalents thereof worldwide when requested so to do by NIKE USA, or any successors or assigns of NIKE USA.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12 day of
February, 2009.
James S. Thomas
STATE OF TEXAS )
County of Tarran T ) ss:
On this 12 day of February, 2009, before me, a Notary Public in and for the county and state aforesaid, personally appeared James S. Thomas, 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

DAVID W. WILSON My Commission Expires March 08, 2013

be his/her free act and deed.

Notary Public for Texas My Commission Expires: 8 Mar 13

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The terms and conditions of the	nis assignment are accepted by the Assignee, NIKE USA,
Inc.	21
/IN WITNESS WHEREOF, II	have hereunto set my hand and seal thisday of
telman, 2009.	<del></del>
V	NIKE USA, Inc.
	By: Amer (1) Mermobe
	James A. Niegowski Attorney in Fact
STATE OF OREGON ) )ss:	1 2000 x
County of Washington )	
the person of that name who signed and s	, 2009, before me, a Notary Public in and for the peared James A. Niegowski, to me known and known to me to be sealed the foregoing instrument, and acknowledged the same to
be his free act and deed.	Notary Public for Oregon 7/2//
OFFICIAL SEAL  DANIELLE ST CLAIR  NOTARY PUBLIC - OREGON  COMMISSION NO. 425541  MY COMMISSION EXPIRES MARCH 3, 2012	My Commission Expires: $\frac{3/3}{12}$