#### PATENT ASSIGNMENT

# Electronic Version v1.1

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SUBMISSION TYPE:	SSION TYPE: NEW ASSIGNMENT					
NATURE OF CONVE	OF CONVEYANCE: ASSIGNMENT					
CONVEYING PARTY DATA						
		Name	Execution Date			
David N. Franklin			06/17/2009			
John T. Stites			06/17/2009			
RECEIVING PARTY DATA						
Name:	NIKE USA					
Street Address:	One Bowermar	Drive				
City:	Beaverton	Beaverton				
State/Country:	OREGON					
Postal Code:	97005					
PROPERTY NUMBERS Total: 1						
Property Type		Number	Number			
Application Number: 12467		467812	812			
Property Type Number   Application Number: 12467812   CORRESPONDENCE DATA						
Fax Number:	(503)425-	801		\$40.00		
	. ,	il when the fax attempt is unsuccessful.		\$4(		
Phone:	50342568			СН		
Correspondent Name:   Banner & Witcoff, Ltd.     Address Line 1:   1100 13th Street, NW						
Address Line 1: 1100 13th Street, NVV Address Line 2: Suite 1200						
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005						
ATTORNEY DOCKET NUMBER:		005127.01415				
NAME OF SUBMITTER:		William F. Rauchholz				
Total Attachments: 3 source=005127-01415_Assignment_from_inventors#page1.tif source=005127-01415_Assignment_from_inventors#page2.tif						

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#### **AGREEMENTS**

#### Confirmation/Assignment 1:

WHEREAS, We, <u>David N. Franklin</u> and <u>John T. Stites</u>, citizens of the United States of America, residing at <u>Granbury, Texas</u> and <u>Weatherford, Texas</u>, respectively, and all inventors having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005, have invented "<u>Putter Heads and Putters Including Polymeric Material as Part of the Ball Striking Face</u>," for which an application for a Patent of the United States was filed on <u>May 18</u>, 2009, and assigned serial number <u>12/467,812</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, we, the aforesaid <u>David N. Franklin</u> and <u>John T. Stites</u>, 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 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 WE 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, 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,

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Utility Models, Copyrights, and legal equivalents thereof to said NIKE USA, its successors or assigns;

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 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 17 day of 5ane, 2009.

) ss:

Knankli

David N.'Franklin

STATE OF TEXAS

County of Tarrant

On this  $\underline{j'7}$  day of  $\underline{Jane}$ , 2009, before me, a Notary Public in and for the county and state aforesaid, personally appeared <u>David N. Franklin</u>, 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.

DAVID W. WILSON **Commission Expires** March 08, 2013

Notary Public for Texas My Commission Expires: 8ma 13

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7 day of June, 2009.

John T. Stites

STATE OF TEXAS

County of Tarrant

On this <u>17</u> day of <u>50 ne</u>, 2009, before me, a Notary Public in and for the county and state aforesaid, personally appeared John T. Stites, 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.

) ss:

)ss:

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DAVID W. WILSON My Commission Expires March 08, 2013	Ornies
**************************************	Notary Public for Texas My Commission Expires: 3 March

The terms and conditions of this assignment are accepted by the Assignee, NIKE USA, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  $\frac{26}{26}$  day of une , 2009.

VIKE USA, Inc. By: James A. Niegows Attorney in Fact

STATE OF OREGON

County of Washington

On this <u>Ab</u> day of <u>June</u>, 2009, 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 Expires: 3/3/12-

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PATENT REEL: 022911 FRAME: 0073

**RECORDED: 07/02/2009**