

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dervin James	07/01/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NIKE, Inc.
<b>Street Address:</b>	One Bowerman Drive
<b>City:</b>	Beaverton
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97005-6453
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12365583
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	248-641-1600
<b>Email:</b>	mbradley@hdp.com
<b>Correspondent Name:</b>	HARNESS, DICKEY & PIERCE, PLC
<b>Address Line 1:</b>	5445 Corporate Drive
<b>Address Line 2:</b>	Suite 200
<b>Address Line 4:</b>	Troy, MICHIGAN 48098-2683
<b>ATTORNEY DOCKET NUMBER:</b>	4022D-000025/US
<b>NAME OF SUBMITTER:</b>	Thomas E. Vesbit
<b>Total Attachments: 3</b> source=Assignment 1#page1.tif source=Assignment 1#page2.tif source=Assignment 1#page3.tif	

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**PATENT**  
**REEL: 022974 FRAME: 0971**

## **AGREEMENTS**

### Confirmation/Assignment 1:

WHEREAS, I, **DERVIN JAMES**, a citizen of **UNITED STATES**, residing at **Hillsboro, Oregon**, and having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005, have invented an

**FOOTWEAR WITH PLURALITY OF INTERLOCKING MIDSOLE AND OUTSOLE ELEMENTS** for which an application for a Patent of the United States was filed on **February 4, 2009**, and accorded serial number **12/365,583**; 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, 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, the aforesaid **DERVIN JAMES** 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;

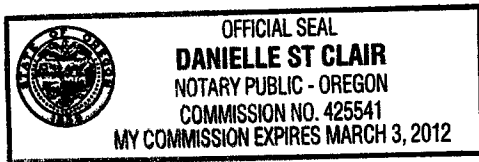
AND I HEREBY agree to communicate to said assignee or its representatives any facts known to me respecting said invention, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, sign all lawful documents which 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 1<sup>st</sup> day of July 2009.

DERVIN JAMES

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 1 day of July, 2009, before me a Notary Public in and for the county and state aforesaid, personally appeared **DERVIN JAMES**, to me known and known to me to be the person of that name who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.



Danielle St. Clair  
Notary Public for Oregon  
My Commission Expires: 3/3/12

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 1 day of July 2009.

NIKE, Inc.

By: James A. Niegowski  
James A. Niegowski  
Attorney in Fact

STATE OF OREGON )  
 ) ss:  
County of Washington )

On this 1 day of July, 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 the foregoing instrument, and acknowledged the same to be his free act and deed.



Danielle St. Clair  
Notary Public for Oregon  
My Commission Expires: 3/3/12