PATENT ASSIGNMENT

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SUBMISSION TYPE:			NEW ASSIGNMENT							
NATURE OF CONVEYANCE:			ASSIGNMENT							
CONVEYING PARTY DATA										
		N	lame	Execution Date						
Nate Demarest				12/03/2009						
Travis Harvey				12/08/2009						
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 T	уре		Number							
Application Number: 12433			878							
CORRESPONDENCE DATA										
Fax Number:	(503)274-2	200								
			hen the fax attempt is unsuccessful.							
, Phone:	503274220									
Email:	mszmigulsl	_								
Correspondent Name: John R. Dawson										
Address Line 1: 111 SW Columbia Street, Suite 710										
Address Line 4: Portland, OREGON 97201										
ATTORNEY DOCKET	T NUMBER:		4022D-000032/US							
NAME OF SUBMITTER:			John R. Dawson							
Total Attachments: 4 source=Assignment 1 Inventor to NIKE Inc. (executed)#page1.tif source=Assignment 1 Inventor to NIKE Inc. (executed)#page2.tif source=Assignment 1 Inventor to NIKE Inc. (executed)#page3.tif										

PATENT REEL: 023640 FRAME: 0963

AGREEMENTS

Confirmation/Assignment 1:

WHEREAS, we, **NATE DEMAREST**, a citizen of the United States of America, residing at Portland, Oregon; and **TRAVIS HARVEY**, a citizen of United States of America, residing at Portland, Oregon, and having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005, have invented an

RESILIENT BAND FOR ARTICLE OF APPAREL

for which an application for a Patent of the United States was filed on **April 30, 2009**, and accorded serial number **12/433,878**; 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, we, the aforesaid **NATE DEMAREST** and **TRAVIS HARVEY**, 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 hereunto set my hand and seal this day of DECEMBER 2009. NATE DEMAREST STATE OF OREGON SS: County of Washington On this \mathcal{I} day of 2009, before me a Notary Public in and for the county and state aforesaid, personally appeared NATE DEMAREST to me known and known to me to be the person who signed the foregoing instrument, and acknowledged the same to be his free act and deed. **OFFICIAL SEAL** Notary Public for Oregon DANIELLE ST CLAIR My Commission Expires: **NOTARY PUBLIC - OREGON** COMMISSION NO. 425541 MY COMMISSION EXPIRES MARCH 3, 2012 IN WITNESS WHEREOF, I have hereunto set my hand and seal this $\underline{\mathscr{OB}}$ day of erember 2009. STATE OF OREGON) ss: County of Washington , 2009, before me a Notary Public in and On this \mathcal{X} day of for the county and state aforesaid, personally appeared TRAVIS HARVEY to me known and known to me to be the person who signed the foregoing instrument, and acknowledged the same to be his free act and deed, ý Notary Public for Oregon My Commission Expires: OFFICIAL SEAL DANIELLE ST CLAIR **NOTARY PUBLIC - OREGON** COMMISSION NO. 425541 MY COMMISSION EXPIRES MARCH 3, 2012

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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 <u></u>day of <u>December</u> 2009.

MKE, Inc. Bv James A. Niegowski Attorney in Fact

STATE OF OREGON

County of Washington

On this <u></u>day of <u>*UllC*</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 the foregoing instrument, and acknowledged the same to be his free act and deed.

) ss:

Notary Public for Oregon My Commission Expires:



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RECORDED: 12/11/2009