

# 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>
Juan-Pier A. Spampinato	03/07/2011
Edward F. Wachtel	03/03/2011
<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>	13011521
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(503)274-2209
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	5032742200
<b>Email:</b>	mszmigulski@hdp.com
<b>Correspondent Name:</b>	John R. Dawson
<b>Address Line 1:</b>	111 SW Columbia Street, Suite 710
<b>Address Line 4:</b>	Portland, OREGON 97201
<b>ATTORNEY DOCKET NUMBER:</b>	4022D-077/US
<b>NAME OF SUBMITTER:</b>	John R. Dawson
<b>Total Attachments: 4</b> source=1Assignment (77-1)#page1.tif source=1Assignment (77-1)#page2.tif source=1Assignment (77-1)#page3.tif source=1Assignment (77-1)#page4.tif	

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**PATENT**  
**REEL: 026044 FRAME: 0268**

**AGREEMENTS**

Confirmation/Assignment 1:

WHEREAS, we, **Juan-Pier A. Spampinato**, a citizen of the United States of America, residing at Aloha, Oregon; and **Edward F. Wachtel**, a citizen of the United States of America, residing at Lake Oswego, Oregon, and having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005, have invented an

**COMPRESSION TESTING DEVICE  
FOR TESTING MATERIALS AUTOMATICALLY**

for which an application for a Patent of the United States was filed on **January 21, 2011**, and accorded application number **13/011,521**; 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 **Juan-Pier A. Spampinato** and **Edward F. Wachtel**, 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;

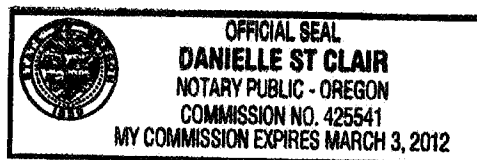
AND WE HEREBY agree to communicate to said assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, 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 7 day of MARCH 2011.

  
\_\_\_\_\_  
Juan-Pier A. Spampinato

STATE OF OREGON                     )  
  ) ss:  
County of Washington            )

On this 7 day of March, 2011, before me a Notary Public in and for the county and state aforesaid, personally appeared **Juan-Pier A. Spampinato** 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.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 3/3/12

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3<sup>rd</sup> day of March 2011.

Edward F. Wachtel  
Edward F. Wachtel

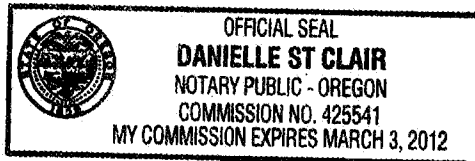
STATE OF OREGON )

) ss:

County of Washington )

On this 3<sup>rd</sup> day of March, 2011, before me a Notary Public in and for the county and state aforesaid, personally appeared **Edward F. Wachtel** 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.

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 15 day of March 2011.

NIKE, Inc.

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

STATE OF OREGON                    )  
  ) ss:  
County of Washington            )

On this 15 day of March, 2011, 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