# OP \$40.00 1318971

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
David Turner	10/06/2011

# **RECEIVING PARTY DATA**

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

# PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13189716	

### **CORRESPONDENCE DATA**

Fax Number: (301)365-9101 Phone: 301-365-9040

Email: byron.kuzara@plumsea.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Byron S. Kuzara

Address Line 1: PLUMSEA LAW GROUP, LLC

Address Line 2: 10411 MOTOR CITY DRIVE SUITE 320

Address Line 4: BETHESDA, MARYLAND 20817

ATTORNEY DOCKET NUMBER: 51-2349

NAME OF SUBMITTER: Byron S. Kuzara

Total Attachments: 3

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<u>PATENT</u>

REEL: 027045 FRAME: 0939

Attorney Docket: 51-2349 Asset tag #: 11-0908

### **AGREEMENTS**

# Confirmation/Assignment 1:

WHEREAS, I, David Turner, a citizen of Canada, residing at Portland, Oregon, U.S.A., and having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon, U.S.A. 97005-6453 have invented ARTICLES OF APPAREL INCORPORATING CUSHIONING ELEMENTS for which an application for a Patent of the United States was filed on 25 July 2011 under Serial No. 13/189,716; 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 David Turner, 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,

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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 here	eunto set my hand and seal thisday of
October, 2011.	
	David Turner
STATE OF OREGON )	
County of Washington ) ss:	
On this day of CLOBEL	, 2011, before me a Notary Public in and for the Turner, to me known and known to me to be the person of at, and acknowledged the same to be his free act and deed.
OFFICIAL SEAL  DANIELLE ST CLAIR  NOTARY PUBLIC - OREGON  COMMISSION NO. 425541  MY COMMISSION EXPIRES MARCH 3, 2012	Notary Public for Oregon My Commission Expires: 3/3/12

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

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IN WITNESS	S WHEREOF, I have hereu , 2011.	nto set my hand and seal t	this <u></u> day of
		NIKE, Inc.	
	В	y: Junes A. Niegowski	sh_
		Attorney In Fact	
STATE OF OREGON	)		
County of Washington	) ss: )		
On this county and state aforesai person of that name who and deed.	id, personally appeared James A.	, 2011, before me a Notary Niegowski, to me known and kn astrument, and acknowledged the s	nown to me to be the
		Danielles	-Class
SEAL M	OFFICIAL SEAL  DANIELLE ST CLAIR  NOTARY PUBLIC - OREGON  COMMISSION NO. 425541 Y COMMISSION EXPIRES MARCH 3, 2012	Notary Public for Oregon My Commission Expires:	13/12