

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3472389

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ERIC P. AVAR	06/29/2015
<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>
Application Number:	29528470
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)463-5001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	312-463-5000
<b>Email:</b>	BWPTOPAT@bannerwitcoff.com, designteamchicago@bannerwitcoff.com, designteam@bannerwitcoff.com
<b>Correspondent Name:</b>	BANNER & WITCOFF, LTD.
<b>Address Line 1:</b>	TEN SOUTH WACKER DRIVE
<b>Address Line 2:</b>	SUITE 3000
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	015127.02816
<b>NAME OF SUBMITTER:</b>	ANNALEA G. THOMPSON
<b>SIGNATURE:</b>	/Annalea G. Thompson/
<b>DATE SIGNED:</b>	08/06/2015
<b>Total Attachments: 4</b>	
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CONFIRMATION/ASSIGNMENT 1:

This agreement ("CONFIRMATION/ASSIGNMENT") is made and entered into by and between the following person(s), Eric P. Avar (individually and/or collectively, "ASSIGNOR"), and NIKE, Inc., an Oregon corporation having a place of business at One Bowerman Drive, Beaverton, Oregon USA 97005-6453 ("ASSIGNEE").

ASSIGNOR has invented subject matter ("INVENTION") disclosed and/or claimed in a U.S. patent application titled "**SHOE UPPER**" ("APPLICATION"). To the extent not already included below, ASSIGNOR authorizes and requests ASSIGNEE and its successors and assigns (collectively, "ASSIGNEE ENTITY") and authorized legal representatives, including but not limited to Banner & Witcoff, LTD., 1100 13th Street N.W., Suite 1200, Washington, DC 20005-4051, to insert any of the following additional information relating to the APPLICATION when known:

U.S. Application Number: 29/528,470

Filing Date: 05/28/2015

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR confirms that ASSIGNOR did (under the law of the jurisdiction(s) where the INVENTION was conceived, reduced to practice and/or made, under the NIKE Employee Invention and Secrecy Agreement and/or under some other agreement with ASSIGNEE) sell, assign and transfer, or else ASSIGNOR now does sell, assign and transfer to ASSIGNEE ENTITY, the full, exclusive and worldwide right: (a) in and to the INVENTION, (b) in and to the APPLICATION, its predecessor, continuing and counterpart applications everywhere in the world, and (c) in and to any Patents, Utility Models, Industrial Models, Petty Patents, Design Patents, Design Registrations, Industrial Designs, Unregistered Design Rights, Copyrights, and legal equivalents, reissues, extensions and renewals thereof everywhere in the world which may be granted for the INVENTION, including but not limited to the right to claim priority to and from any of the above, and the right to sue for past damages for any of the above ((a)-(c) collectively, "PROPERTIES").

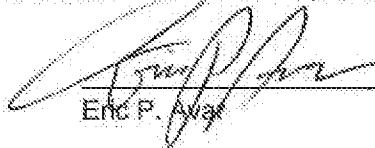
ASSIGNOR agrees that ASSIGNEE ENTITY may apply for and/or receive PROPERTIES in its own name. ASSIGNOR authorizes and requests the U.S. Patent and Trademark Office and/or any other proper officer or agency of any jurisdiction to record the CONFIRMATION/ASSIGNMENT and issue PROPERTIES to ASSIGNEE ENTITY.

ASSIGNOR warrants and covenants that ASSIGNOR either had or does have the full right to convey the entire interest herein assigned at the time of the sale, assignment and/or transfer. ASSIGNOR warrants and covenants that ASSIGNOR has not executed and will not execute any conflicting sale, assignment and/or transfer.

ASSIGNOR agrees to communicate to ASSIGNEE ENTITY and its authorized legal representatives any facts known to ASSIGNOR respecting the INVENTION, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to the INVENTION, sign all lawful documents which ASSIGNEE ENTITY and its authorized legal representatives shall consider desirable for aiding in securing and maintaining proper protection for the INVENTION and to testify in any judicial and/or administrative proceeding and generally do everything possible to aid ASSIGNEE ENTITY and its authorized legal representatives to obtain and enforce the PROPERTIES.


ASSIGNOR accepts the terms and conditions of the CONFIRMATION/ASSIGNMENT:

6/29/15, 2015  
Date

  
Eric P. Avar

ASSIGNEE accepts the terms and conditions of the CONFIRMATION/ASSIGNMENT:

7/22, 2015  
Date

  
Timothy J. Crean  
Attorney in Fact  
NIKE, Inc.

ASSIGNMENT 2:

This agreement ("ASSIGNMENT") is made and entered into by and between NIKE, Inc., an Oregon corporation having a place of business at One Bowerman Drive, Beaverton, Oregon USA 97005-6453 ("ASSIGNOR") and NIKE Innovate C.V., a Netherlands limited partnership having a place of business at One Bowerman Drive, Beaverton, Oregon USA 97005-6453 ("ASSIGNEE").

ASSIGNOR owns an invention ("INVENTION") disclosed and/or claimed in a U.S. patent application titled "SHOE UPPER" ("APPLICATION"). To the extent not already included below, ASSIGNOR authorizes and requests ASSIGNEE and/or its successors and assigns (collectively, "ASSIGNEE ENTITY") and authorized legal representatives to insert any of the following additional information relating to the APPLICATION when known:

U.S. Application Number: 29/528,470

Filing Date: 05/28/2015

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does sell, assign and transfer to ASSIGNEE, its successors and assigns, the full, exclusive right, everywhere in the world except the United States: (a) in and to the INVENTION, (b) in and to the APPLICATION, its predecessor, continuing and counterpart applications everywhere in the world except the United States, and (c) in and to any Patents, Utility Models, Industrial Models, Petty Patents, Design Patents, Design Registrations, Industrial Designs, Unregistered Design Rights, Copyrights, and legal equivalents, reissues, extensions and renewals thereof everywhere in the world except the United States which may be granted for the INVENTION, including but not limited to the right to claim priority to and from any of the above and to and from United States counterparts of any of the above, and the right to sue for past damages for any of the above everywhere in the world except the United States ((a)-(c) collectively, "NON-U.S. PROPERTIES").

ASSIGNOR agrees that ASSIGNEE ENTITY may apply for and/or receive NON-U.S. PROPERTIES in its own name. ASSIGNOR authorizes and requests the U.S. Patent and Trademark Office and/or any other proper officer or agency of any jurisdiction to record the ASSIGNMENT and issue NON-U.S. PROPERTIES to ASSIGNEE ENTITY.

ASSIGNOR warrants and covenants that ASSIGNOR either had or does have the full right to convey the entire interest herein assigned at the time of the sale, assignment and/or transfer. ASSIGNOR warrants and covenants that ASSIGNOR has not executed and will not execute any conflicting sale, assignment and/or transfer.

ASSIGNOR agrees to communicate to ASSIGNEE ENTITY and its authorized legal representatives any facts known to ASSIGNOR respecting the INVENTION, to execute all divisional, continuation, renewal, reissue and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to the INVENTION, sign all lawful documents which ASSIGNEE ENTITY and its authorized legal representatives shall consider desirable for aiding in securing and maintaining proper protection for the INVENTION and to testify in any judicial and/or administrative proceeding and generally do everything possible to aid ASSIGNEE ENTITY and its authorized legal representatives to obtain and enforce the NON-U.S. PROPERTIES.

ASSIGNOR accepts the terms and conditions of the ASSIGNMENT:

7/22, 2015  
Date

Tim Crean  
Timothy J. Crean  
Attorney in Fact  
NIKE, Inc.

ASSIGNEE accepts the terms and conditions of the ASSIGNMENT:

7/22, 2015  
Date

Tim Crean  
Timothy J. Crean  
Manager  
NIKE Innovate C.V.