

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4935604

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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>         |
| TORY M. CROSS   | 03/13/2014                    |
| KEVIN W. HOFFER   | 03/13/2014                    |
| DAVID P. JONES  | 04/29/2014                    |
| PATRICK B. KIRSCHNER  | 05/20/2014                    |
| ELIZABETH LANGVIN   | 04/28/2014                    |
| JAMES C. MESCHTER   | 04/28/2014                    |
| <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                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |                               |
| <b>Property Type</b>  | <b>Number</b>                 |
| Application Number:   | 15193319                      |
| <b>CORRESPONDENCE DATA</b>  |                               |
| <b>Fax Number:</b>  | (248)380-8968                 |
| <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>   | 248-380-9300                  |
| <b>Email:</b>   | usdocketing@quinnlawgroup.com |
| <b>Correspondent Name:</b>  | QUINN IP LAW                  |
| <b>Address Line 1:</b>  | 21500 HAGGERTY ROAD, STE 300  |
| <b>Address Line 4:</b>  | NORTHVILLE, MICHIGAN 48167    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | NIKE1451DIV/130466US03DIV     |
| <b>NAME OF SUBMITTER:</b>   | KATHERINE LAPAN-BREMNER       |
| <b>SIGNATURE:</b>   | /Katherine LaPan-Bremner/     |
| <b>DATE SIGNED:</b>   | 04/27/2018                    |
| <b>Total Attachments: 4</b>   |                               |

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## AGREEMENTS

### Confirmation/Assignment 1:

WHEREAS, WE, Tory M. Cross, a citizen of the United States of America, residing at Portland, Oregon, U.S.A.; Kevin W. Hoffer, a citizen of the United States of America, residing at Portland, Oregon, U.S.A.; David P. Jones, a citizen of Canada, residing at Beaverton, Oregon, U.S.A.; Patrick B. Kirschner, a citizen of the United States of America, residing at Beaverton, Oregon, U.S.A.; Elizabeth Langvin, a citizen of the United States of America, residing at Sherwood, Oregon, U.S.A.; and James C. Meschter, a citizen of the United States of America, residing at Portland, Oregon, U.S.A.; and each having a correspondence address of c/o NIKE, Inc., One Bowerman Drive, Beaverton, Oregon 97005, U.S.A.; have invented Auxetic Structures and Footwear with Soles Having Auxetic Structures, for which an application for a Patent of the United States was filed on September 18, 2013 under Serial No. 14/030,002; and

WHEREAS, NIKE, Inc., a corporation of the state of Oregon, having a place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453, U.S.A., 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, Tory M. Cross, Kevin W. Hoffer, David P. Jones, Patrick B. Kirschner, Elizabeth Langvin and James C. Meschter, 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;

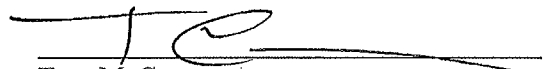
AND WE HEREBY agree that the said Assignee may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof anywhere in the world for said invention in its own name, We 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;

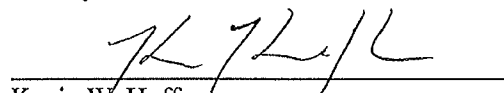
AND WE HEREBY warrant and covenant that we have not executed and will not execute any instrument or assignment in conflict herewith;

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.

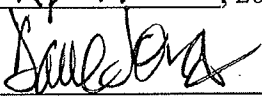
I have hereunto set my hand this 13 day of MARCH, 2014.

  
Tory M. Cross

I have hereunto set my hand this 13 day of MARCH, 2014.

  
Kevin W. Hoffer

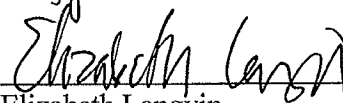
I have hereunto set my hand this 29 day of April, 2014.

  
\_\_\_\_\_  
David P. Jones

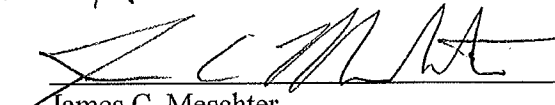
I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Patrick B. Kirschner

I have hereunto set my hand this 28 day of April, 2014.

  
\_\_\_\_\_  
Elizabeth Langvin

I have hereunto set my hand this 20<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
James C. Meschter

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

I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

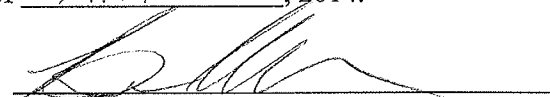
NIKE, Inc.

By: \_\_\_\_\_  
Timothy J. Crean  
Attorney In Fact

I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David P. Jones

I have hereunto set my hand this 20 day of MAY, 2014.

  
\_\_\_\_\_  
Patrick B. Kirschner

I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Elizabeth Langvin

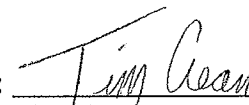
I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
James C. Meschter

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

I have hereunto set my hand this 29<sup>th</sup> day of May, 2014.

NIKE, Inc.

By:   
\_\_\_\_\_  
Timothy J. Crean  
Attorney In Fact