

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5524792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE INVENTION AND SECRECY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID ROULO	11/12/2015
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:	14754925
CORRESPONDENCE DATA	
Fax Number:	(248)566-8315
<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>	
Phone:	2485668300
Email:	afahey@honigman.com
Correspondent Name:	HONIGMAN LLP
Address Line 1:	39400 WOODWARD AVE
Address Line 2:	SUITE 101
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304-5151
ATTORNEY DOCKET NUMBER:	201882-371798/140426US02
NAME OF SUBMITTER:	ALISON FAHEY
SIGNATURE:	/Alison Fahey/
DATE SIGNED:	05/15/2019
Total Attachments: 2	
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EMPLOYEE INVENTION AND SECRECY AGREEMENT

I, DAVID ROWE, understand that as an employee of Nike, Inc., or any of its subsidiaries (hereinafter referred to as "Nike"), I may obtain access to or acquire information confidential to Nike and may conceive or make inventions which relate to Nike's interests. Accordingly, in consideration of my employment or continued at-will employment by Nike, the compensation paid for my services in the course of such employment, the use of the facilities and experience of Nike and of the opportunity given by Nike to me to acquire confidential information relating to the business of Nike, I hereby accept and agree as follows:

1. **Non-Disclosure of Confidential Information.** I agree that unless I have Nike's written authorization, I shall not, either during or after my employment with Nike, (a) disclose to any third party, (b) use or (c) publish any information which is confidential information of Nike. Such confidential information, it is understood may include, but is not limited to trade secrets, processes, products, machines, compounds, compositions, formulae, lasts, molds, computer software and data, data sheets, manuals, reports, drawings, memoranda, blueprints, notes, records, plots, chemical formulations, sketches, plans, photographs, schematics, designs, design concepts, business plans and marketing and sales information originated, owned, controlled or possessed by Nike. I further understand that as a guide I am to consider information originated, owned, controlled or possessed by Nike which is not disclosed in printed publications designated by Nike to be available for distribution outside Nike, as being confidential information of Nike. In instances wherein doubt exists in my mind as to whether information is confidential information of Nike, I will request, in writing, an opinion from Nike.
2. **Exceptions.** My obligations to not disclose confidential information of Nike shall cease (a) one year after termination of my employment if at that time such information is not a trade secret of Nike; or (b) if such information becomes publicly known through no wrongful act of me; was known to me prior to my employment at Nike as shown by competent evidence; was disclosed to me on a non-confidential basis by a third party who has the lawful right to do so; or is required by law or court order to be disclosed, but only to the extent of such required disclosure.
3. **Notice of Employee Rights.** I hereby acknowledge that I have read and understand the following notice: I am hereby notified that no assignment to Nike is required concerning any invention for which no equipment, supplies, facilities or trade secret information of Nike was used and which was developed entirely on my own time and (1) which does not relate (a) directly to the business of Nike or (b) to Nike's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by me for Nike.
4. **Assign Rights.** I hereby assign and agree to assign to Nike all rights, title and interest in and to inventions, including improvements, which are conceived or made by me during my employment term with Nike which relate in any way to the actual or anticipated business, research, development or products of Nike or which are suggested by or result from any work assigned to or performed by me on behalf of Nike.
5. **Assignment After Termination.** I recognize that inventions relating to my activities while working for Nike and made by me within six months after termination of my employment may have been conceived in significant part while employed by Nike. Accordingly, I agree that such inventions shall be presumed to have been conceived during my employment with Nike and are to be assigned to Nike unless and until I have established the contrary by competent evidence.
6. **Execute Documents.** I agree to perform any lawful acts and execute, at Nike's request and at no expense to me, any and all lawful documents and instruments Nike considers reasonably necessary to perfect and protect its rights, title and interest in and to inventions and any U.S. and/or foreign patent applications covering the same. I further agree that this obligation shall continue after the termination of my employment with Nike.
7. **Shop Rights.** I agree that Nike shall be entitled to shop rights with respect to any invention conceived or made by me which is not within the scope described in Sections 4 or 5, but which was conceived or made on Nike's time or with the use of its equipment, supplies, materials or facilities.
8. **Notify Company.** I agree to disclose promptly and in writing to Nike all inventions including improvements which are conceived or made by me during the term of my employment with Nike whether or not such inventions are assignable under this Agreement.

NIKE HR



CONVERSE

Hurley



NIKE GOLF

Confidential

Rev. 12-2012

9. **Return of Documents.** I agree that upon leaving Nike's employ or at any time upon Nike's request, I shall deliver promptly to Nike all confidential information of Nike (including copies, reproductions and translations thereof) which I have in my possession, custody or control.

10. **Prior Invention Exclusion.** Below my signature is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I have conceived of or made prior to my employment by Nike and which I wish to exclude from this Agreement.

11. **Other Contracts.** Below my signature is a complete list and a brief description of any other agreements, including employment agreements, to assign inventions now in existence between myself and a third party.

12. **Understand Agreement and Binding Effect.** This Agreement is voluntarily entered into and supersedes all prior agreements, if any, between Nike and myself with respect to the matters set forth herein. This Agreement shall bind me and my heirs, executors, administrators and legal representatives and assignees of any invention conceived or made by me during the term of my employment with Nike. This Agreement shall bind Nike's successors and assigns.

13. **Law to be Applied.** This Agreement shall be construed according to the laws of the state of Oregon and venue in any litigation between Nike and myself shall lie in the state or federal courts of Oregon.

14. **Severability.** In the event any portion of this Agreement shall be unlawful or invalid, all other portions thereof shall remain in full force and effect.

15. **Headings.** Headings are inserted for convenience of reference only and shall not be considered as being of any significance whatsoever in the construction and interpretation of this Agreement.

EMPLOYEE SIGNATURE _____
ADDRESS _____
CITY, STATE, ZIP _____

WITNESS _____
DATE _____

PLEASE USE THE SPACE BELOW FOR RESERVED INVENTIONS CONCEIVED OR MADE PRIOR TO EMPLOYMENT, OTHER AGREEMENTS WITH THIRD PARTIES TO ASSIGN INVENTIONS, AND BRIEF DESCRIPTIONS THEREOF

