

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5588798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NIKE, INC.	06/03/2016
RECEIVING PARTY DATA	
Name:	NIKE, INC.
Street Address:	ONE BOWERMAN DRIVE
City:	BEAVERTON
State/Country:	OREGON
Postal Code:	97005-6453
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16450202
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<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:	312-321-4200
Email:	ddudek@brinksgilson.com, usassignments@brinksgilson.com, nikepat@brinksgilson.com
Correspondent Name:	BRINKS GILSON & LIONE
Address Line 1:	455 N. CITYFRONT PLAZA DRIVE
Address Line 2:	NBC TOWER - SUITE 3600
Address Line 4:	CHICAGO, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	15571-2050/130056US03CON
NAME OF SUBMITTER:	JACOB C. BACHMAN, REG. NO. 61,906
SIGNATURE:	/Jacob C. Bachman/
DATE SIGNED:	06/25/2019
Total Attachments: 21	
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DECLARATION OF TIM CREAN

I, Tim Crean, declare as follows:

1. I am VP, Chief Patent Counsel at NIKE, Inc. My statements in this declaration are based upon my personal knowledge, information known to NIKE, and/or documents maintained by NIKE in the ordinary course of business. If called upon to do so, I could and would competently testify to the facts contained herein.

2. In accordance with Section 323.01(c) of the Manual of Patent Examining Procedure ("MPEP"), I submit this declaration to correct the assignment records for U.S. Patent Nos. 8,490,299; 8,522,577; 8,595,878; 8,621,891; 8,745,896; 8,839,532; 9,060,570 (collectively, the "NIKE Patents") and U.S. Patent Application Nos. 13/048,540; 13/591,942; 13/781,525; 13/942,365; 14/026,531; 14/035,462; 14/066,754; 14/091,367; 14/198,620; 14/198,625; 14/198,644; 14/198,679; 14/503,433; 14/503,485 (collectively, the "NIKE Patent Applications") in view of an erroneous and legally ineffective assignment that Bruce Huffa and Fabdesigns, Inc. improperly recorded against the NIKE Patents and the NIKE Patent Applications.

3. Pursuant to MPEP § 323.01(c), NIKE submits the following to the Assignment Services Division concurrently herewith:

- (A) A completed cover sheet identifying the NIKE Patents and the NIKE Patent Applications against which Mr. Huffa and Fabdesigns improperly recorded their erroneous and legally ineffective assignment;
- (B) This declaration (1) identifying NIKE, Inc. as the correct owner of the NIKE Patents and the NIKE Patent Applications, (2) stating

that the assignment Mr. Huffa and Fabdesigns improperly recorded against the NIKE Patents and the NIKE Patent Applications contains erroneous information and is legally ineffective, and (3) providing that the erroneous and legally ineffective assignment Mr. Huffa and Fabdesigns improperly recorded against the NIKE Patents and the NIKE Patent Applications is at reel and frame number 35537-900; and

- (C) The required fee pursuant to 37 CFR 3.41 for the correction of the assignment records for the NIKE Patents and the NIKE Patent Applications.

4. Pursuant to MPEP § 323.01(c), I set forth in this declaration a summary of the true chain of title to make it clear that the chain of title for the NIKE Patents and the NIKE Patent Applications should not be considered altered by the erroneous and legally ineffective assignment that Mr. Huffa and Fabdesigns improperly recorded, and that NIKE has been, and continues to be, the sole and exclusive owner of the NIKE Patents, the NIKE Patent Applications, and all inventions disclosed therein.

5. On or about March 19, 2008, Fabdesigns and NIKE entered into a Services Agreement, effective March 8, 2008, under which Fabdesigns agreed to provide services to NIKE. The Services Agreement called for Fabdesigns to designate one or more Technicians to perform services under the Services Agreement. The Technicians were required to execute a Technician Agreement, the terms of which are incorporated into and made a part of the Services Agreement. On or about March 19, 2008, Bruce Huffa of Fabdesigns executed and delivered to

NIKE a Technician Agreement. I have attached as Exhibit 1 to this declaration a redacted copy of the Services Agreement, the Technician Agreement, and an amendment thereto (collectively, the "Agreement"). The Agreement provided that its term started on March 8, 2008, and expired on May 31, 2012, unless terminated earlier by the parties.

6. In the Agreement, Mr. Huffa provided NIKE a present and irrevocable assignment of all right, title, and interest in and to the Intellectual Property he conceived, generated, created, developed, or reduced to practice, either alone or jointly with others, while performing services for NIKE. For example, Section 3.2 of the Technician Agreement states:

I understand that in connection with performing Services, I may individually or jointly create, design or develop Intellectual Property. I hereby irrevocably assign, and agree to assign, to NIKE, all of my right, title, and interest in and to the Intellectual Property, (and in the case of copyrights, I grant and agree to grant, a fully paid up, perpetual, world-wide, transferable, unrestricted, exclusive license to use such Intellectual Property), whether now existing or hereinafter developed, to the extent conceived, generated, created, developed, or reduced to practice by me, either alone or jointly with others, while performing the Services, together with all rights to secure registrations, renewals, issues, reissues and extensions of the rights thereto provided. To the extent that this transfer of ownership is not effective, I grant to NIKE a fully paid up, perpetual, world-wide, transferable, unrestricted, exclusive license to use such Intellectual Property. Upon NIKE's request, I will execute and deliver to NIKE all documents necessary to perfect NIKE's right, title and interest in and to such Intellectual Property, both domestically and abroad, including all appropriate documents for applying for, obtaining and maintaining domestic and foreign copyrights, trademarks and patents, and all proper assignments therefore, at the expense of NIKE, but without additional consideration. I hereby irrevocably designate and appoint NIKE and its duly authorized agents as my attorney-in-fact, to act for an in its behalf to execute and file those documents if NIKE is unable, after reasonable effort, to secure my assistance for any reason.

(emphasis added.)

7. After executing the Agreement, Mr. Huffa performed services for NIKE between

2008 and at least 2011. Mr. Huffa had access to NIKE Intellectual Property, know-how, trade secrets, and other proprietary information during that time. In addition, while performing services for NIKE, Mr. Huffa conceived, generated, created, developed, and/or reduced to practice, either alone or jointly with others, Intellectual Property, including at least know-how, trade secrets, proprietary information, and inventions disclosed in the NIKE Patents and the NIKE Patent Applications. Pursuant to the Agreement, NIKE owns, has owned, and continues to own, all right, title, and interest in and to that Intellectual Property, including the inventions disclosed in the NIKE Patents and the NIKE Patent Applications.

8. Mr. Huffa executed and delivered to NIKE documents to perfect NIKE's right, title, and interest in and to the NIKE Patents and NIKE Patent Applications listed in the table below, including formal assignment documents. NIKE recorded the assignment documents with the Assignment Services Division of the U.S. Patent Office.

NIKE Patents and NIKE Patent Applications (Grouped by Related Patents/Applications)	Reel / Frame No. for the Huffa Assignments that Correspond to Each Group of Related Patents/Applications
8,490,299; 8,745,896; 13/591,942; and 14/198,620	24800-901 and 28828-372
8,522,577; 13/942,365; 14/503,433; and 14/503,485	26350-20
8,595,878; 14/066,754 ¹ ; and 14/198,625	25109-928
8,621,891; 13/781,525, and 14/091,367	29606-928
8,839,532 and 14/198,679	26349-402 and 28919-816
9,060,570; 13/048,540; and 14/198,644	26350-287

9. In late 2013, however, Mr. Huffa and Fabdesigns refused to execute and deliver to NIKE the inventor oaths, declarations, and formal assignment documents for certain patent

¹ Mr. Huffa is no longer named as an inventor on this application.

applications, including at least NIKE Patent Applications Nos. 14/026,531 and 14/035,462. This refusal in no way changes, impacts, or alters NIKE's sole and exclusive ownership of all of the NIKE Patents, the NIKE Patent Applications, and the inventions disclosed therein.

10. On April 29, 2015, Mr. Huffa executed an assignment purporting to assign "certain rights and interests" in the NIKE Patents and the NIKE Patent Applications to Fabdesigns (the "Invalid Assignment"). The Invalid Assignment is erroneous and legally ineffective -- in fact it was void from the start -- at least because Mr. Huffa did not own any right, title, or interest in or to the inventions disclosed in the NIKE Patents or the NIKE Patent Applications when he purported to assign "certain rights and interests" to Fabdesigns. Mr. Huffa had no right, title, or interest in or to the inventions disclosed in the NIKE Patents or the NIKE Patent Applications on April 29, 2015, for at least the reason he had already assigned all of his right, title, and interest in and to those inventions to NIKE over seven years earlier in 2008.

11. On April 30, 2015, Fabdesigns improperly recorded the Invalid Assignment with the Assignment Services Division of the U.S. Patent Office at reel and frame number 35537-900. Mr. Huffa also submitted two declarations allegedly in support of the Invalid Assignment, which are also at reel and frame number 35537-900. The declarations are factually inaccurate and legally ineffective. They in no way change, impact, or alter NIKE's sole and exclusive ownership of the NIKE Patents, the NIKE Patent Applications, and the inventions disclosed therein.

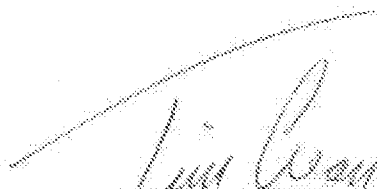
12. In sum, the Invalid Assignment and supporting declarations that Mr. Huffa and Fabdesigns improperly recorded against the NIKE Patents and the NIKE Patent Applications are erroneous and legally ineffective. NIKE has been, and continues to be, the sole and exclusive

owner of all right, title, and interest in and to the NIKE Patents, the NIKE Patent Applications, and the inventions disclosed therein.

13. I declare under penalty of perjury that the foregoing is true and correct; and further that I made the foregoing statements with the knowledge that willful false statements are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the NIKE Patents and the NIKE Patent Applications.

Executed on:

June 3, 2016



Tim Crean

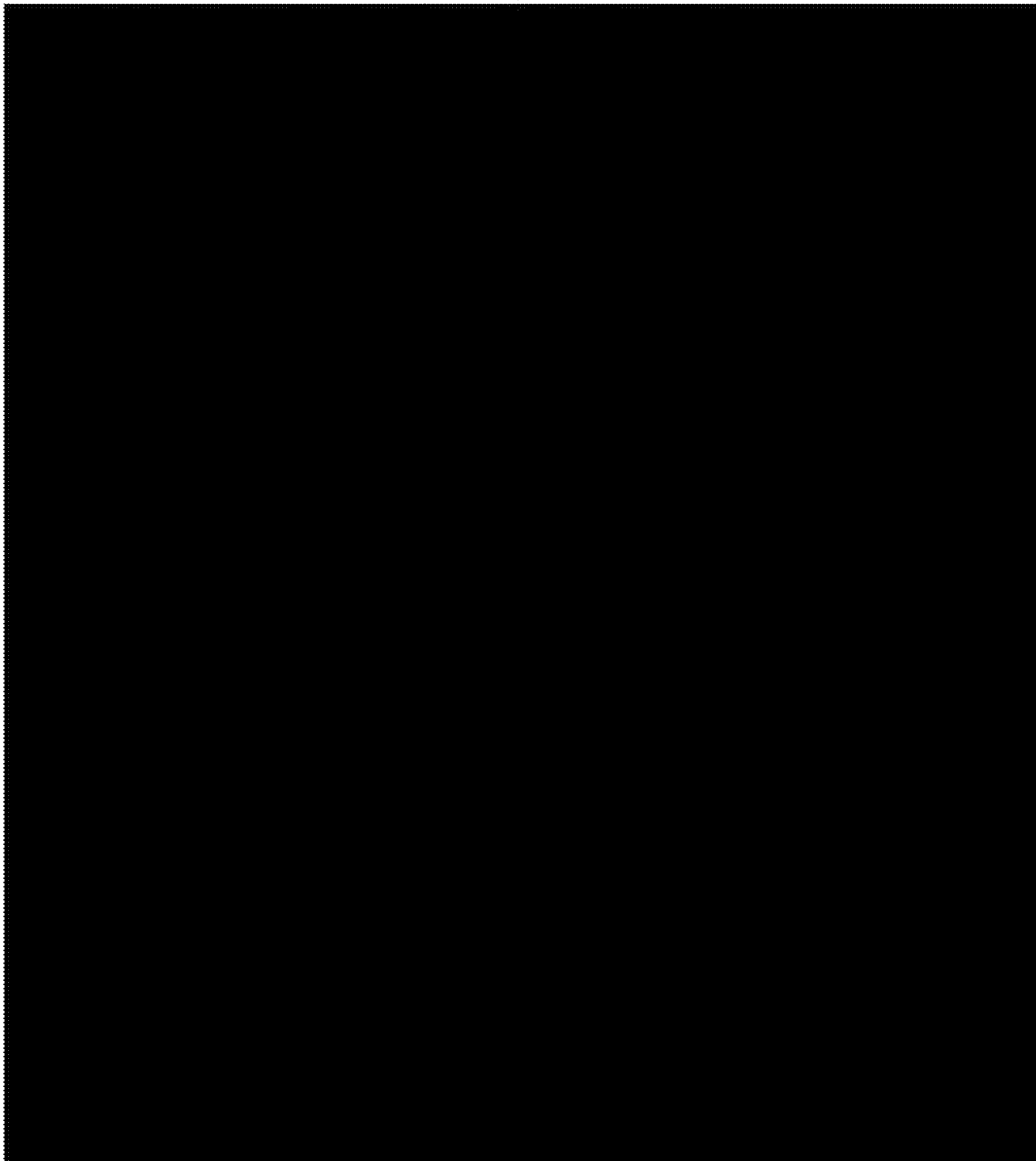
VP, Chief Patent Counsel at NIKE, Inc.

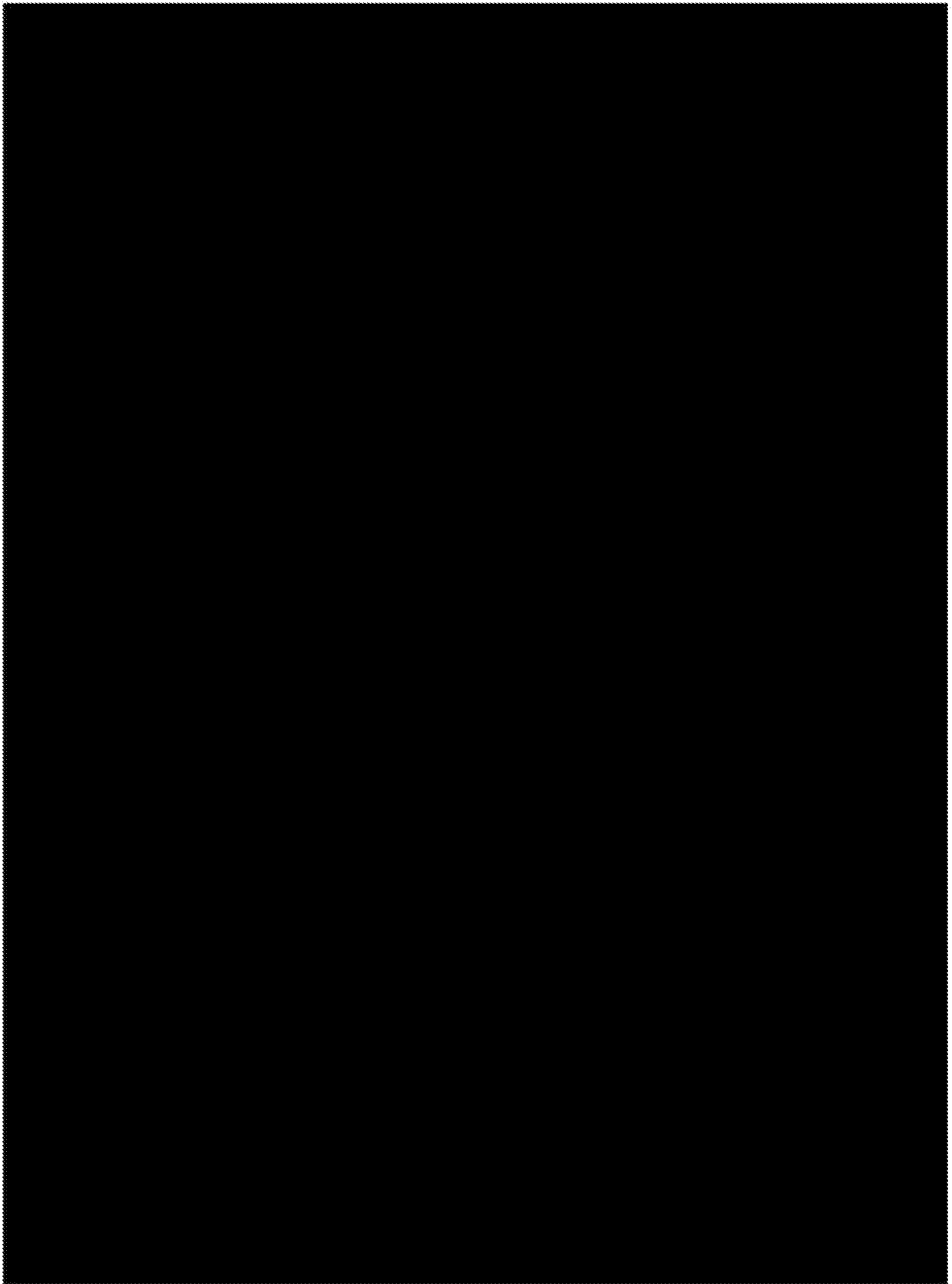
EXHIBIT 1

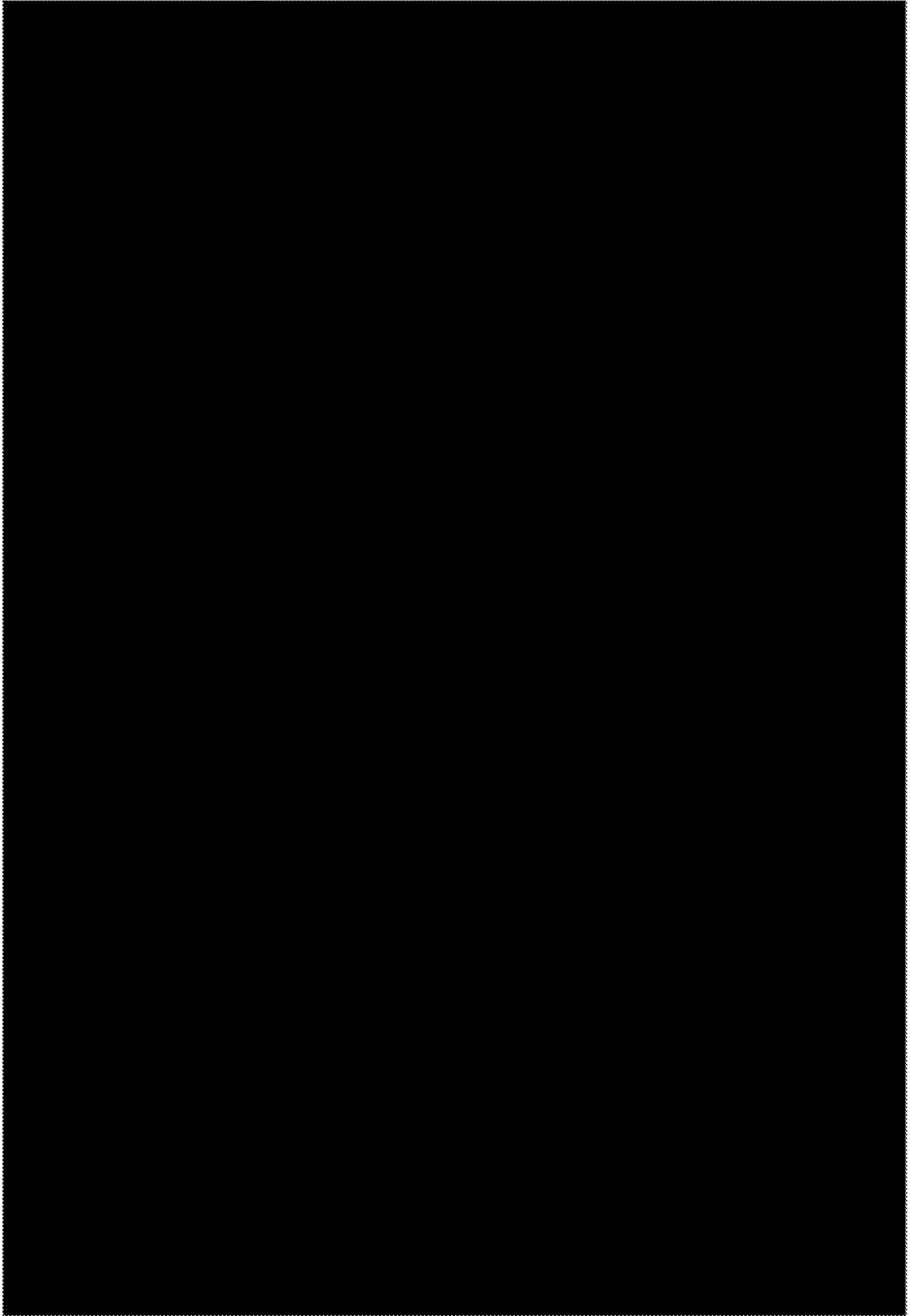
Services Agreement

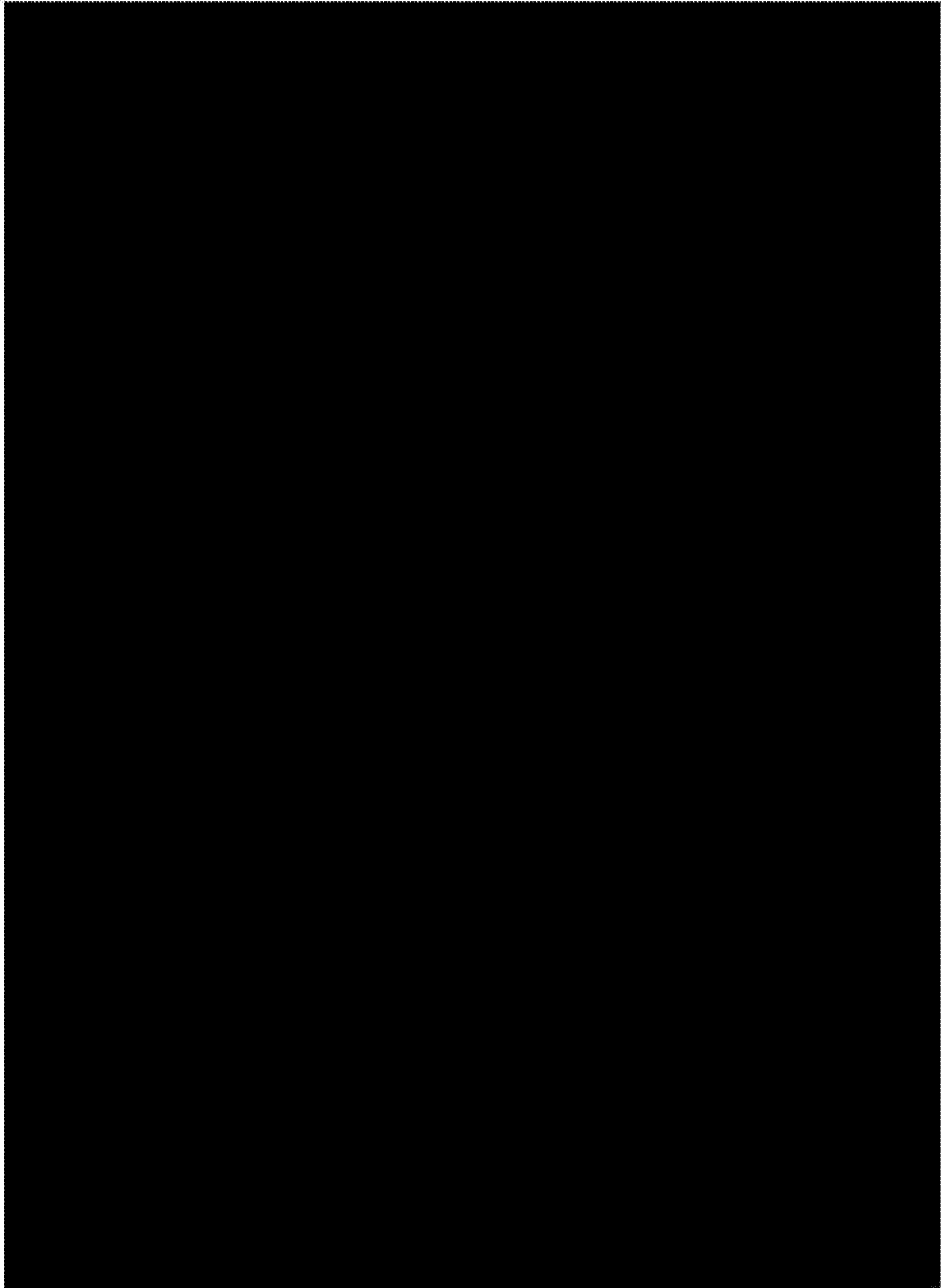
This Services Agreement ("Agreement") is between NIKE, Inc., an Oregon corporation with its principal place of business at One Bowerman Drive, Beaverton, OR 97005-6453, on behalf of itself and its affiliated businesses ("NIKE"), and Fabdesigns, Inc., with its principal place of business at 4963 Haskell Avenue, Encino, CA 91436 on behalf of itself and its owners ("CONTRACTOR"). In this Agreement, NIKE and CONTRACTOR may be referred to individually as "a Party" and collectively as "the Parties."

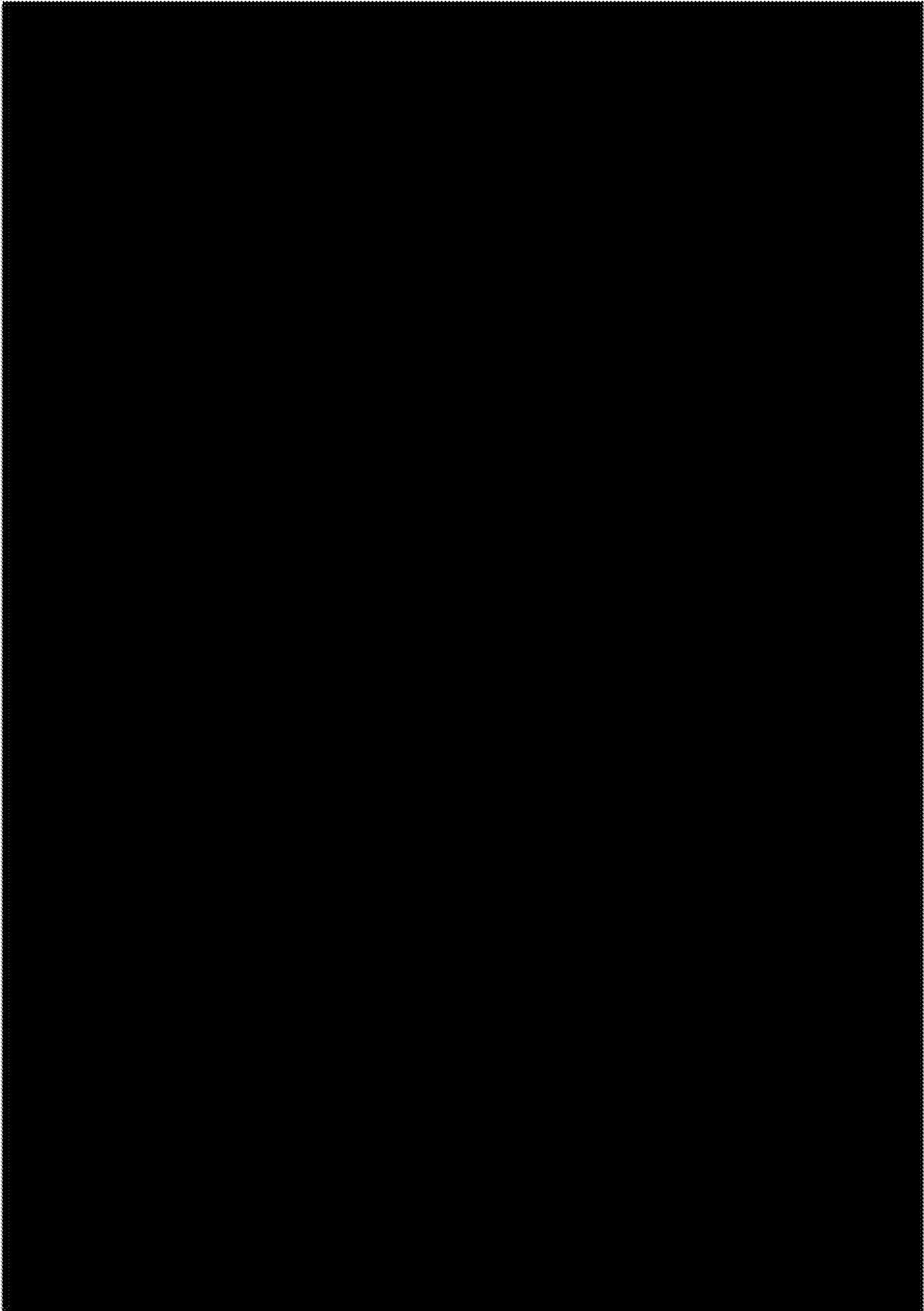
This Agreement is effective as of the 8th day of March, 2008 ("the Effective Date").











NIKE, Inc. One Bowerman Drive Beaverton, OR
97005-6453 USA Phone: 503-671-6453 Fax: 503-671-
6300 Attn: Nancy Diamond - Legal Department
Bhupesh Dua

Fabdesigns, Inc. 4963 Haskell Avenue
Encino, CA 91436 Phone: 818-764-6767
Fax: 818-764-6720 Attn: Bruce Huffa

By: Bhupesh Dua

By: [Signature]

Name: BHUPESH DUA

Name: Bruce Huffa

Title: SR. MATERIALS RESEARCHER

Title: President

Date: March 19, 2008

Date: March 19, 2008

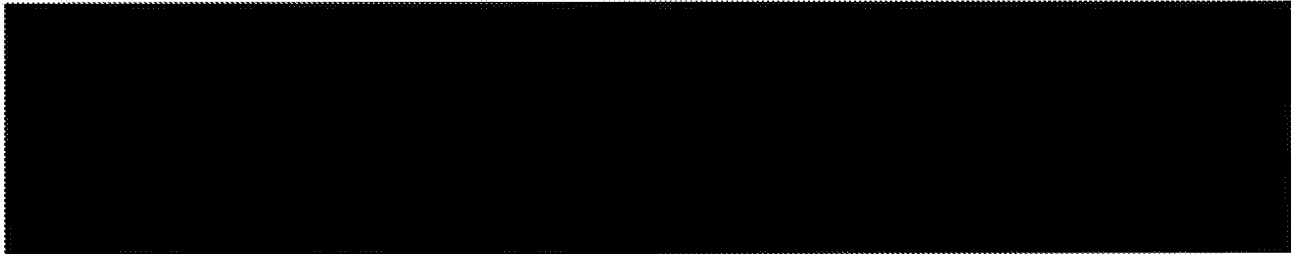
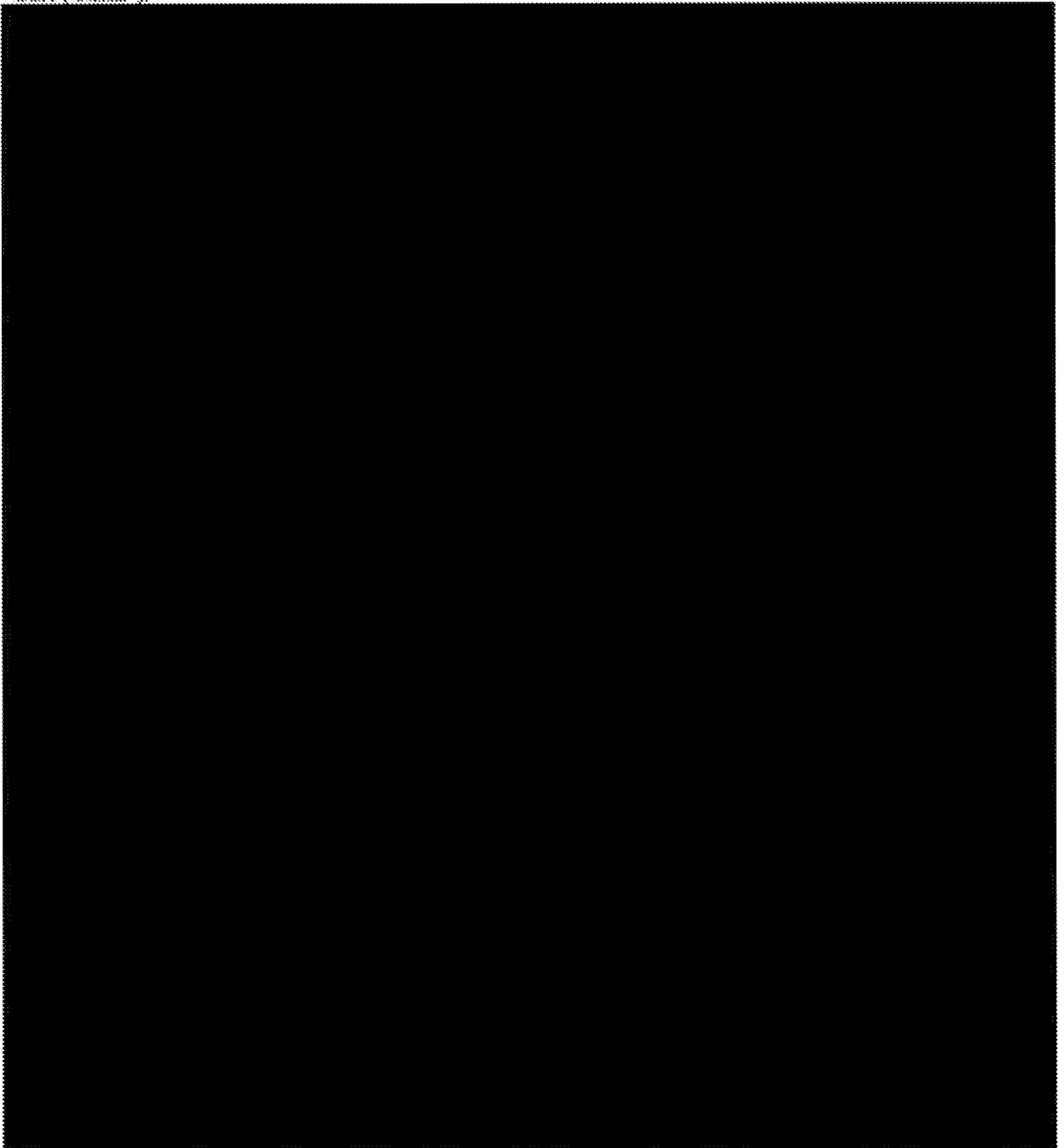


Exhibit A

Technician Agreement

This Technician Agreement ("Technician Agreement") is effective upon the date signed by the Technician indicated below. This Technician Agreement is entered into by Technician for the benefit of NIKE, Inc., an Oregon corporation with principal place of business at One Bowerman Drive, Beaverton, Oregon 97005, USA ("NIKE").



3. Intellectual Property Created or Developed While Performing Services.

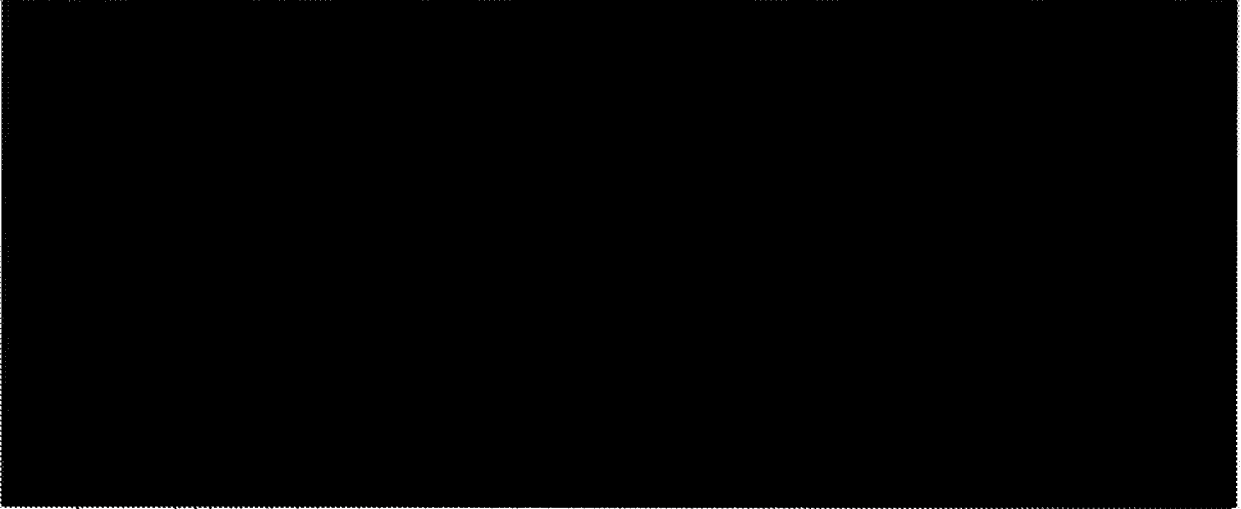
3.1 For purposes of this Technician Agreement, "Intellectual Property" means: (i) inventions (whether patentable or unpatentable, and whether or not reduced to practice), patents and patent applications; (ii) know how, trade secrets and unpatented technical information; (iii) copyrightable works, copyrights and applications, registrations and renewals in connection therewith; (iv) mask works and applications, registrations and renewals in connection therewith; (v) computer software (including data and related documentation); (vi) other proprietary rights; (vii) any and all now existing or hereinafter developed improvements, modifications, enhancements or derivative works of any of the above; and (viii) copies or tangible embodiments of any one or more of the foregoing.

3.2 I understand that in connection with performing Services, I may individually or jointly create, design or develop Intellectual Property. I hereby irrevocably assign, and agree to assign, to NIKE, all of my right, title, and interest in and to the Intellectual Property, (and in the case of copyrights, I grant and agree to grant, a fully paid up, perpetual, world-wide, transferable, unrestricted, exclusive license to use such Intellectual Property), whether now existing or hereinafter developed, to the extent conceived, generated, created, developed, or reduced to practice by me, either alone or jointly with others, while performing the Services, together with all rights to secure registrations, renewals, issues, reissues and extensions of the rights thereto provided. To the extent that this transfer of ownership is not effective, I grant to NIKE a fully paid up, perpetual, world-wide, transferable, unrestricted, exclusive license to use such Intellectual Property. Upon NIKE's request, I will execute and deliver to NIKE all documents necessary to perfect NIKE's right, title and interest in and to such Intellectual Property, both domestically and abroad, including all appropriate documents for applying for, obtaining and maintaining domestic and foreign copyrights, trademarks and patents, and all proper assignments therefore, at the expense of NIKE, but without additional consideration. I hereby irrevocably designate and appoint NIKE and its duly authorized agents as my attorney-in-fact, to act for an in its behalf to execute and file those documents if NIKE is unable, after reasonable effort, to secure my assistance for any reason.

3.3 I hereby waive any and all rights I might otherwise have that would entitle me to any type of consideration from NIKE beyond that which I contemplate receiving from CONTRACTOR through performing the Services. I hereby acknowledge that the waiver provided for above includes a waiver of the benefit of any law, doctrine or principle known as "Droit Moral" or "moral rights of authors" or any similar laws, doctrines or principles however denominated. In the event that such assignment is ineffective, I assign such rights to NIKE, or to CONTRACTOR for purposes of transfer by CONTRACTOR to NIKE.

I otherwise disclaim any and all interest in any Intellectual Property I may individually or jointly create, design or develop related to the Services during the course of performing the Services.

3.4 I hereby grant to NIKE a nonexclusive, royalty free, perpetual, irrevocable, sub-licensable, world-wide license to make, have made, use, sell directly or through one or more tiers of distributors, market, have marketed, import, have imported, copy, have copied, modify, have modified, publicly display and perform or have publicly displayed or performed, to the extent necessary to use the Intellectual Property and related products and processes for NIKE's business purposes any intellectual property that I own or have the right to sublicense that is incorporated at my suggestion or direction into any of the Intellectual Property.



I executed this Technician Agreement as of the date first written below.

Date Signed: March 17, 2008



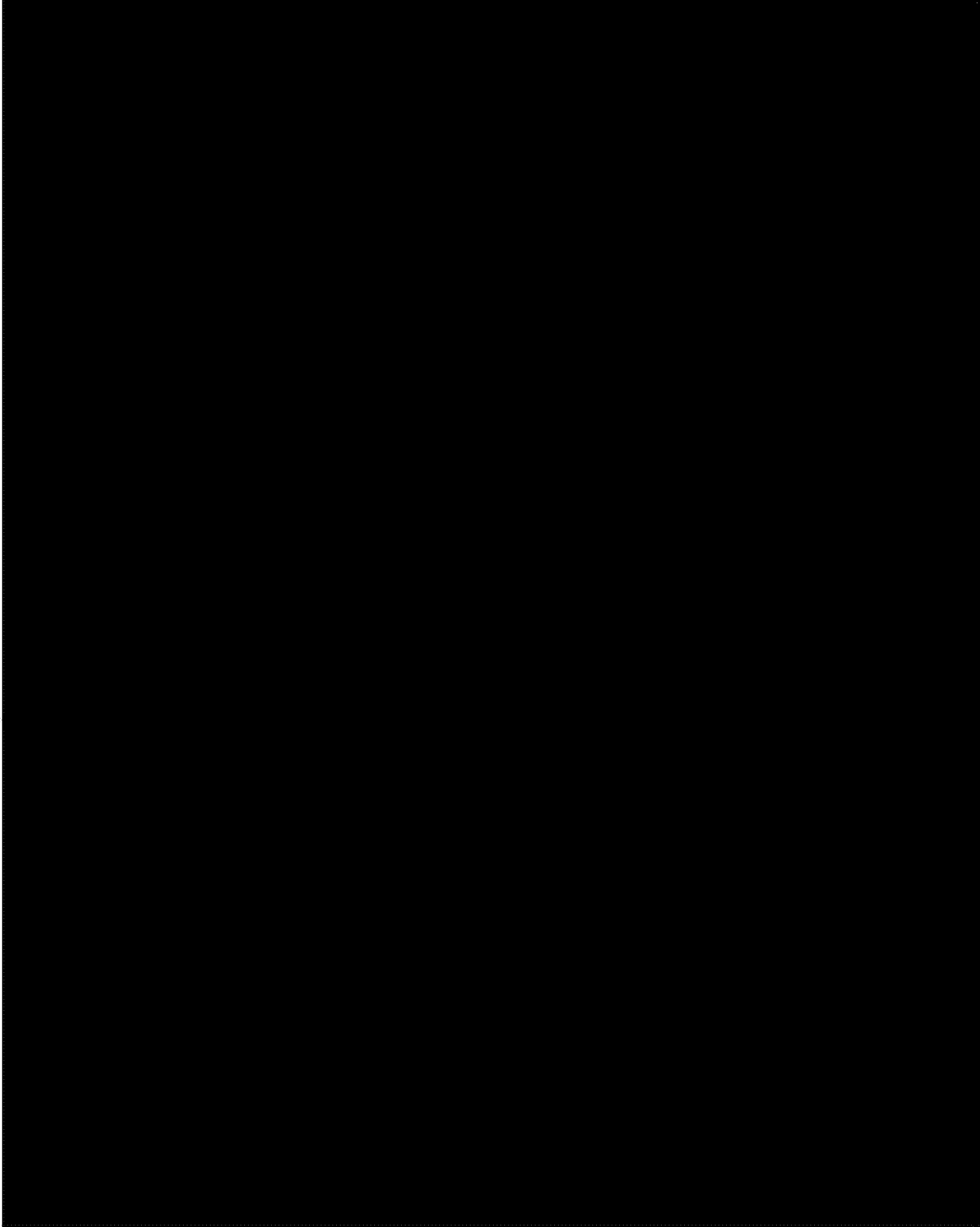
Technician Signature



Amendment No. 1 to the 'Services Agreement'

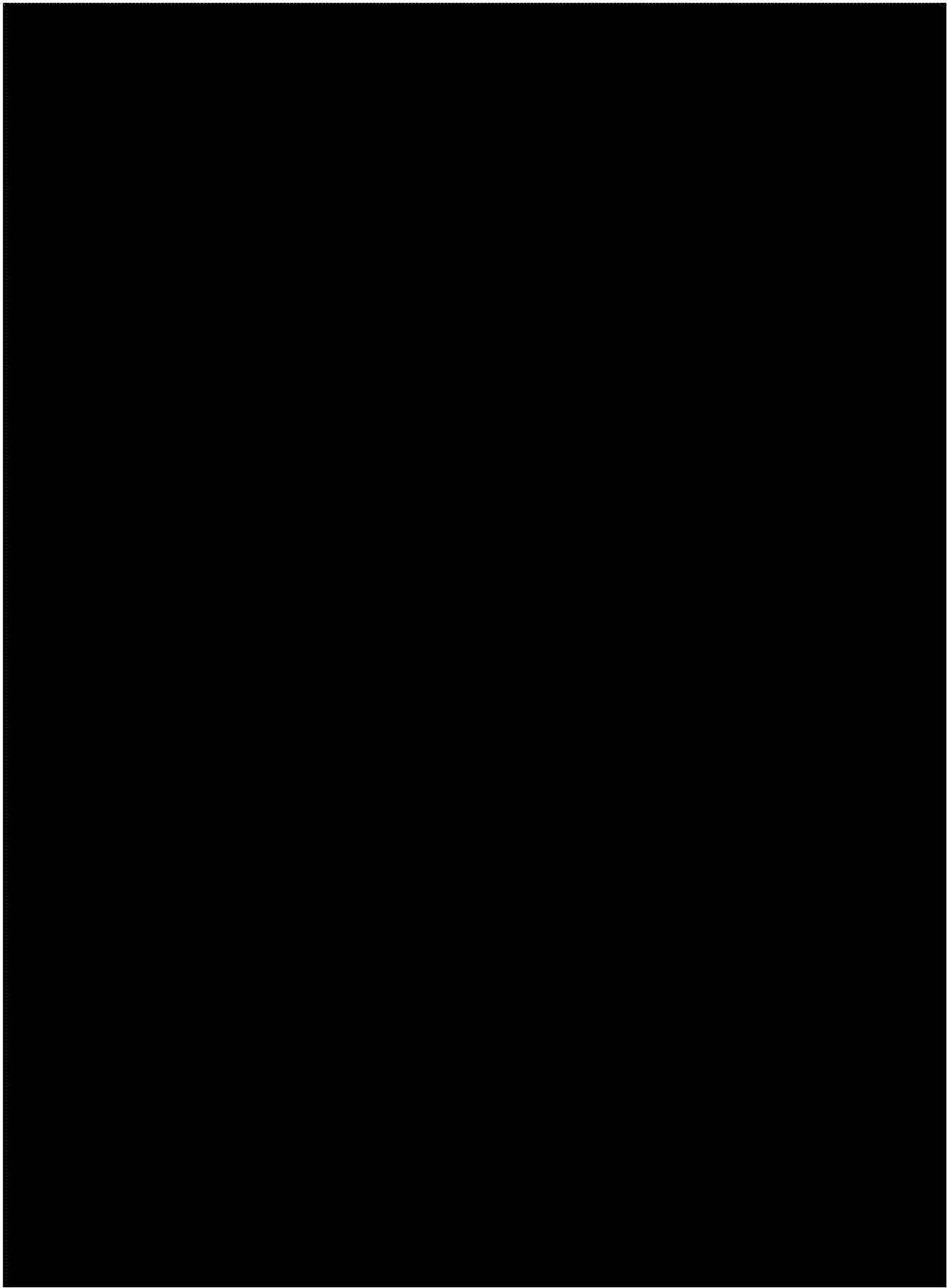
Between

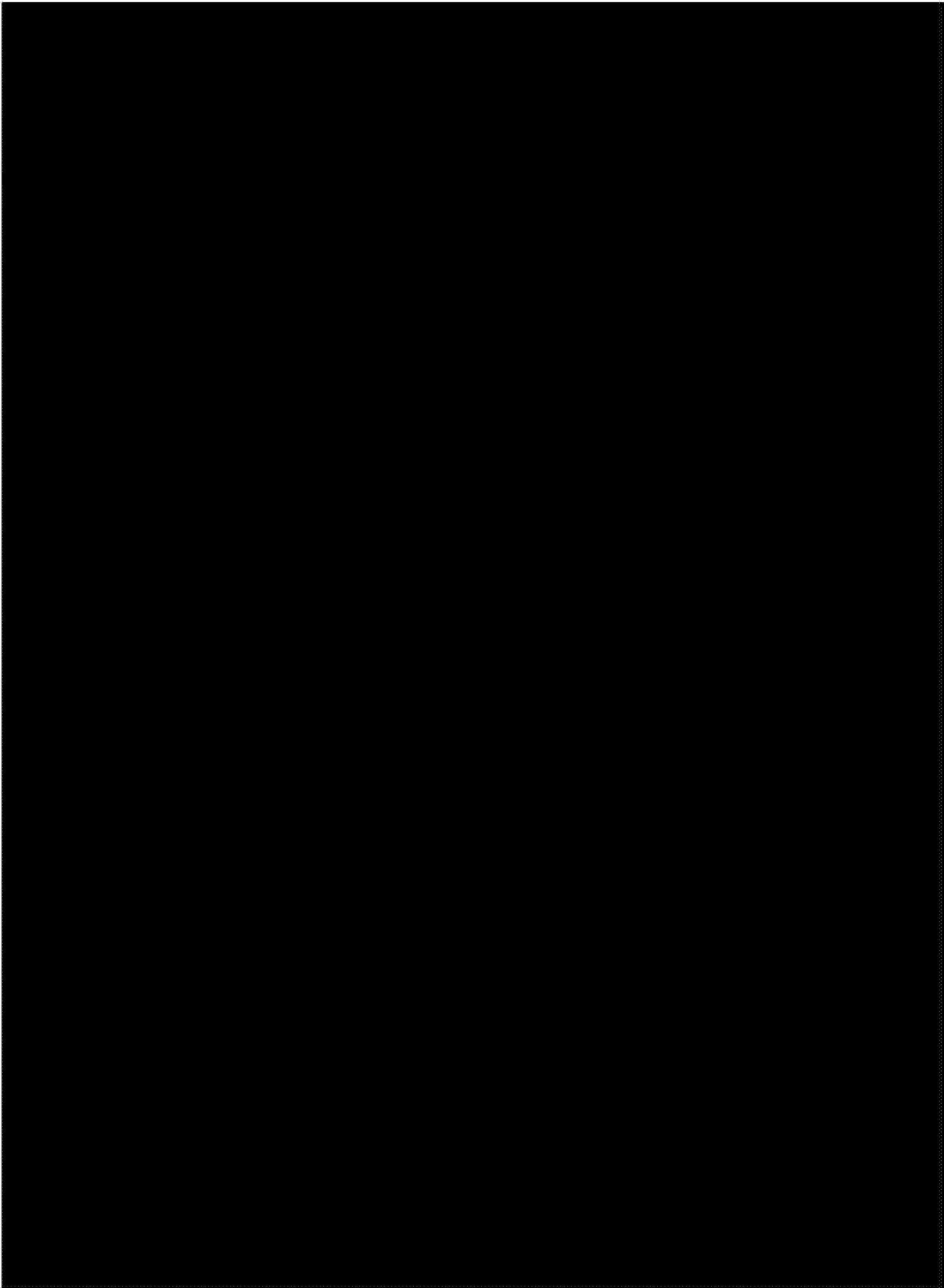
Fabdesigns, Inc. & NIKE, Inc.



PATENT

REEL: 030038 FRAME: 0982 11 of 14







NIKE, INC.

FABDESIGNS, INC.

By: Bruce Huffia

By: [Signature]

Printed Name: Bruce Huffia

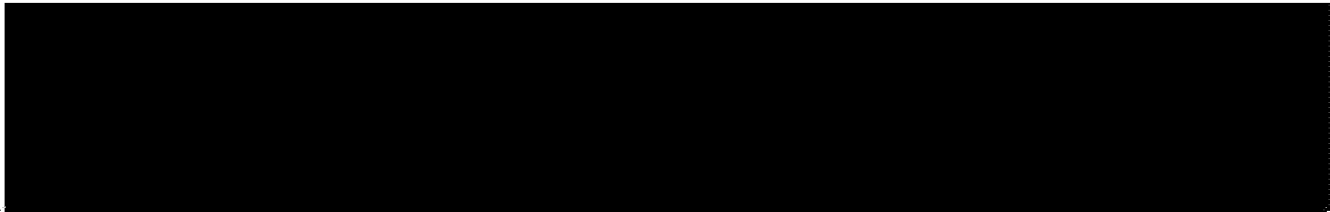
Printed Name: Bruce Huffia

Title: Director, External Affairs

Title: Vice President

Date: 5/25/10

Date: 5/25/10



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