

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6127162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BLACK BRASS, INC.	04/02/2020
<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:	16791572
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)463-5501
<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>	3124635000
<b>Email:</b>	bwptopat@bannerwitcoff.com, ksimoni@bannerwitcoff.com
<b>Correspondent Name:</b>	BANNER & WITCOFF, LTD.
<b>Address Line 1:</b>	71 SOUTH WACKER DRIVE
<b>Address Line 2:</b>	SUITE 3600
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	215127.20004/200066US04CO
<b>NAME OF SUBMITTER:</b>	KRISSE SIMONI
<b>SIGNATURE:</b>	/Krisse Simoni/
<b>DATE SIGNED:</b>	05/28/2020
<b>Total Attachments: 3</b>	
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**EXHIBIT C: ASSIGNMENT OF PATENT RIGHTS**

THIS ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged and delivered by NIKE, Inc., an Oregon corporation located at One Bowerman Drive, Beaverton, Oregon 97005 ("Assignee") and Black Brass, Inc. (d/b/a SpeedSmith), a Delaware corporation located at 427 N. Tatnall Street, Wilmington, DE 19801 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Intellectual Property Acquisition Agreement having an Effective Date of April 2, 2020 (the "Agreement") between Assignor as Seller and Assignee as Buyer. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"Assigned Patents" means the patent applications, and patents listed on **Exhibit I** attached hereto.

"Patents" means, all (a) Assigned Patents; (b) patents or patent applications (i) to which any of the Assigned Patents claims priority, directly or indirectly; (ii) for which any of the Assigned Patents forms a basis for priority, directly or indirectly; (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, any of the foregoing, and/or (iv) which are subject to a terminal disclaimer with any of the foregoing; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Assigned Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of Oregon, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and Assignee has accepted this Assignment this 2nd day of April, 2020

ASSIGNEE:

NIKE, INC.

By: Paul M. Sacceni

Name: Paul M. Sacceni

Title: VP, Global IP Transactions & Patents

ASSIGNOR:

BLACK BRASS, INC.

By: [Signature]

Name: Joseph Hei

Title: Co-CEO

EXHIBIT 1 TO ASSIGNMENT OF PATENT RIGHTS

ASSIGNED PATENTS

Country	Patent No.	Application No.	Inventors	Title	Status
USA	10,420,397	15/699,861	JOSEPH HEI, VIVIAN CHIANG, JASON WARREN	FOOT MEASURING AND SIZING APPLICATION	Issued: 09/24/19 Filed: 09/08/17
USA		16/791,572	JOSEPH HEI, VIVIAN CHIANG, JASON WARREN	FOOT MEASURING AND SIZING APPLICATION	Pending Filed: 02/14/20
USA		16/579,299	JOSEPH HEI, VIVIAN CHIANG, JASON WARREN	FOOT MEASURING AND SIZING APPLICATION	Pending Filed: 09/23/19
USA		15/796,457	JOSEPH HEI, VIVIAN CHIANG, JASON WARREN	FOOT MEASURING AND SIZING APPLICATION	Abandoned (lapsed) Filed: 10/27/17
USA		62/434,151 (Provisional App.)	JOSEPH HEI, VIVIAN CHIANG, JASON WARREN	FOOT MEASURING AND SIZING APPLICATION	Expired: 12/17/17 Filed: 12/14/16
CHINA		201711331238.2	JOSEPH HEI (約瑟夫黑), VIVIAN CHIANG (惟 仔蔣), JASON WARREN (杰 森沃伦)	FOOT MEASURING AND SIZING APPLICATION (用以量测脚部 尺寸之应用程 序)	Pending Filed: 12/13/17