PATENT LICENSE AGREEMENT

This PATENT LICENSE AGREEMENT ("Agreement") is entered into as of the Effective Date (as that term is defined below) between Columbia Sportswear Company, an Oregon corporation with its principal place of business at 14375 NW Science Park Drive, Portland, OR 97229, and its Affiliates (collectively, "Columbia"), and NIKE, Inc., an Oregon corporation with its principal place of business at One Bowerman Drive, Beaverton, OR 97005, and its Affiliates (collectively, "NIKE"). Columbia and NIKE are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WHEREAS, NIKE filed a Notice of Opposition with the European Patent Office against Columbia's European Patent No. EP 2 427 070 B1, Application No. EP 10 772 916.2 (the "Opposition"); and

WHEREAS, the Parties wish to resolve the Opposition and clarify their respective rights and obligations regarding the patent claims at issue in the Opposition and other intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning:

1.1 "Affiliate" means, with respect to a Party, any Person (including any individual, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal entity) that is directly or indirectly controlling, controlled by or is under the common control of such Party, whether through the ownership of securities, as a result of contract or otherwise. For purposes of this Agreement, "control" of a legal entity shall mean ownership, directly or indirectly, presently held or acquired in the future, of at least (a) fifty percent (50%) or more of the outstanding voting shares of such an entity, or (b) at least fifty percent (50%) or more of the total combined voting power entitled to elect or appoint directors or persons performing similar functions for such an entity, or, (c) in the case of a non-corporate entity, equivalent interests of such entity giving the power to direct or cause direction of the management and policies of such entity whether by ownership of voting securities, by contract, or otherwise. In the event that a Person is not an Affiliate of a Party as of the Effective Date of this Agreement, but later becomes an Affiliate of a Party through a transaction or series of related transactions (each, a "Joining Affiliate"), such Joining Affiliate shall be deemed to be an Affiliate of that Party for the purposes of this Agreement upon completion of such transaction or transactions, but nothing herein shall limit or impair Columbia's rights to prosecute or maintain any Claim against any Joining Affiliate of NIKE with respect to activities, events or transactions occurring prior to the time when such Person became a Joining Affiliate of NIKE. Furthermore, in the event an Affiliate of NIKE covered by this Agreement ceases to be an Affiliate of NIKE (each, a

"Departing Affiliate"), any rights under this Agreement shall continue to apply to such Departing Affiliate with respect to any activity conducted by the Departing Affiliate (a) during the period of time it was an Affiliate of NIKE, and (b) after the Departing Affiliate ceases to be an Affiliate of NIKE, but only to the extent the activity conducted by the Departing Affiliate is substantially the same as the activity conducted by the Departing Affiliate before it ceased to be an Affiliate of NIKE.

1.2 "Claim" means any claim, counterclaim, third-party claim, contribution claim, indemnity claim, demand, action, causes of action, and any other claim of any kind and nature in law or equity, whether arising under state, federal, international or other law, whether such claim is absolute or contingent, direct or indirect, known or unknown.

1.3 "Effective Date" means the latest date upon which all Parties have signed this Agreement or identical counterparts thereof.

1.4 "Exploit" means to, in whole or in part, directly or indirectly: own, make, have made, design, develop, use, sell, offer to sell, supply, purchase, license, import, distribute, provide, display, export, or otherwise practice, or dispose of, and the exercise of all other activities that may give rise to any cause of action, liability, or damage, including under Titles 35, 17 or 15 of the United States Code and foreign counterparts thereto (as the foregoing may be amended or superseded from time to time).

1.5 "Heat Management Patent Portfolio" means the patents and patent applications (and any patent that issues from such applications) listed on Exhibit A as well as foreign counterparts and any patent that claims priority to a patent or application listed on Exhibit A.

1.6 "Infringe" or "Infringement" includes direct and indirect infringement (including inducement or contributory infringement) of any intellectual property right and infringement under the doctrine of equivalents in any jurisdiction worldwide.

1.7 "Licensed Products" means all past, present or future Permitted Products ever Exploited by or on behalf of NIKE which fall within the scope of one or more claims of the Heat Management Patent Portfolio (excluding the design patents included within the Heat Management Patent Portfolio).

1.8 "Partner" means a Third Party engaged by NIKE to assist or support NIKE in the development or commercialization of NIKE products (e.g., including, but not limited to, activities such as manufacturing, materials, marketing, sales, and research).

1.9 "Permitted Products" means any product that (a) uses or includes reflective material on the exterior of the product; (b) uses or includes heat-reflective material on the body-facing side of any material incorporated into the product, except for Wetsuits, where the surface area coverage of base material by reflective material as measured from seam to seam of such incorporated material is less than 30% or greater than 70%; or (c) uses or includes heat-reflective material on the body-facing side of any

material incorporated into a Wetsuit where the surface area coverage of base material by reflective material as measured from seam to seam of such incorporated material is less than 35% or greater than 55%; provided that none of the foregoing products Exploit any designs that Infringe upon any of Columbia's design patents included within the Heat Management Patent Portfolio or are confusingly similar to Columbia's heat reflective designs as shown on Exhibit B.

1.10 "Person" means any individual or firm, association, organization, joint venture, trust, partnership, corporation, company or other collective organization or entity.

1.11 "Related Parties" means the representatives, agents, predecessors, successors, assigns, owners, shareholders, directors, members, officers, managers, employees, agents, experts, consultants, attorneys, insurers, and servants of the named Party granting or receiving the covenant not to sue or release.

1.12 "Third-Party" means any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

1.13 "Wetsuit" means a close-fitting article of apparel, constructed at least in part from foamed neoprene or a material with properties similar to those of foamed neoprene, that at least covers the torso, but excluding rash guards and surf shirts, and intended and marketed for wear in water (such as by a swimmer, surfer or diver) to regulate the body temperature of the wearer.

2. WITHDRAWAL OF OPPOSITION

2.1 Withdrawal. Within three (3) business days of the Effective Date of this Agreement, NIKE will cause its counsel to withdraw the Opposition.

2.2 Attorneys' Fees and Costs. The Parties agree that they shall bear their own costs and attorneys' fees relating to the Opposition and to the negotiation of this Agreement.

3. COVENANTS AND LICENSE

3.1 Covenants.

(a) NIKE, on behalf of itself and each Affiliate of NIKE, covenant, represent and warrant that they will not Exploit any designs that Infringe upon Columbia's design patents as listed in Exhibit A or are confusingly similar to Columbia's heat reflective designs as shown in Exhibit B.

(b) Except as described in Section 4.2(c) below, NIKE, on behalf of itself and each Affiliate of NIKE, covenant, represent and warrant that they will not commence or, unless legally compelled by court order or in order to comply with applicable law or

regulation, participate in any legal proceedings (including post-issuance reviews or litigation) in any jurisdiction throughout the world relating to the challenge, opposition, limitation, or invalidation of Columbia's intellectual property rights related to Columbia's heat management product line, including (i) the Heat Management Patent Portfolio, and (ii) the registered and unregistered designs, and trade dress, in and relating to Columbia's heat management product designs shown in Exhibit B (collectively "Columbia Designs").

(c) In the event NIKE receives a third-party subpoena or other notice legally compelling NIKE to participate in any legal proceedings relating to Columbia's intellectual property rights as set forth above, NIKE will promptly notify Columbia prior to participating in any such legal proceedings, unless legally prohibited from providing such notice.

3.2 License. Effective three (3) days after the Effective Date of this Agreement, Columbia hereby grants NIKE and NIKE's Affiliates a worldwide, royalty-free, non-exclusive, non-transferable (except as provided herein), fully paid-up license (without the right to sublicense except to their Partners as necessary to effectuate any right granted to NIKE and its Affiliates under this Section) under the Heat Management Patent Portfolio to Exploit Licensed Products.

3.3 The Parties agree that (i) no representation is made or intended to be made that the foregoing consideration represents a reasonable royalty for the Infringement of any of the Heat Management Patent Portfolio and (ii) no allegation or claim has been made that any product of NIKE or its Affiliates infringes any of the Heat Management Patent Portfolio.

3.4 No Other Rights. No rights or covenants are granted under any patents except as expressly provided herein, whether by implication, estoppel or otherwise. All rights to the Heat Management Patent Portfolio not expressly granted in this Agreement are reserved. There are no implied licenses granted to any Third Parties (except to NIKE's and/or NIKE's Affiliates' (i) Partners as necessary to effectuate any right granted to NIKE and its Affiliates under Section 3.2 above and (ii) customers with respect to their purchase and use of Licensed Products). No right to grant covenants, rights, or sublicenses is granted under any of the rights set forth in this Agreement.

3.5 No Duty to Enforce Patent Rights. Columbia does not agree to and has not agreed to any obligation to institute any action or suit against any Third Party for infringement of the Heat Management Patent Portfolio or to defend any action brought by a Third Party that challenges or concerns the validity of any of the Heat Management Patent Portfolio.

4. TERM AND TERMINATION

4.1 Term. This Agreement is effective as of the Effective Date and continues in perpetuity, unless terminated earlier as provided below.

4.2 Termination.

(a) Breach by NIKE or its Affiliates. If NIKE or any of NIKE's Affiliates or any valid assignee of this Agreement materially breach this Agreement, and do not cure such breach within thirty (30) days after written notice thereof from Columbia, this Agreement may be terminated by Columbia upon written notice to that effect from Columbia at any time after such thirty (30) day period, provided the Parties have first followed the dispute resolution procedures specified in Section 6.5 below and the breach remains uncured.

(b) Breach by Columbia or its Affiliates. If Columbia or any of Columbia's Affiliates or any valid assignee of this Agreement materially breach this Agreement, and do not cure such breach within thirty (30) days after written notice thereof from NIKE, this Agreement may be terminated by NIKE upon written notice to that effect from NIKE at any time after such thirty (30) day period, provided the Parties have first followed the dispute resolution procedures specified in Section 6.5 below and the breach remains uncured.

(c) If Columbia files against NIKE or threatens NIKE (or NIKE's customers or Partners) with respect to Permitted Products with any action or legal proceeding regarding Infringement of the Heat Management Patent Portfolio or regarding the registered and unregistered designs, and trade dress, in and relating to Columbia's heat management product designs shown in Exhibit B (except to enforce the terms of this Agreement), NIKE shall have the right to challenge the asserted Columbia intellectual property rights and any (i) foreign counterparts or (ii) patents or patent applications that claim priority to those asserted rights, but only if such filing or threat is not dismissed or withdrawn after the Parties have followed the dispute resolution procedures specified in Section 6.5 below. Any dispute between the Parties regarding whether a particular product constitutes a Permitted Product under this Agreement will be resolved as specified in Section 6.5.

4.3 Survival. In the event of termination pursuant to Section 4.2(a) caused by an uncured breach of Sections 3.1(a), 3.1(b), or 3.2, the license granted hereunder shall terminate as of the date that such termination takes effect and Columbia shall retain its remedies for such breach. The provisions of Sections 1, 3 (only as applicable to the non-breaching Party), and 4.3-6 will survive any termination of this Agreement. For the avoidance of doubt, Columbia's sole cause of action for an uncured breach by NIKE of Section 3.2 shall be a claim of patent infringement.

5. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

5.1 Limitations on Assignment by NIKE.

(a) NIKE may not assign (by contract, operation of law or otherwise) its rights under this Agreement without the prior written consent of Columbia, and any assignment of such rights without such permission will be void. Notwithstanding the

foregoing, NIKE may assign its rights under this Agreement, in whole or in part, without Columbia's prior written consent, as follows: (a) in connection with a transaction effected solely for the purposes of changing the form or jurisdiction of organization of NIKE or NIKE's Affiliates or a reorganization, restructuring, or transaction with NIKE and one or more of their Affiliates where substantially all of the business of NIKE and one or more Affiliates that were, immediately prior to such transaction, subject to this Agreement remain, immediately after such transaction, subject to this Agreement; or (b) as part of a sale, transfer, or spin-off of a substantial portion of NIKE's or its Affiliates' business, provided that any assignment of the rights under this Agreement shall only extend to the Permitted Products of NIKE and/or one or more of its Affiliates and will not extend to any other products, services or activities conducted by an assignee or any of its affiliates, subsidiaries, related entities or related companies prior to, on or after the effective date of the assignment except with respect to the same type of Permitted Products that were Exploited by NIKE and/or its Affiliates. All rights under this Agreement shall continue to apply to a Departing Affiliate to the extent of the Departing Affiliate's pre-departure Permitted Products as an Affiliate of NIKE, but shall not extend to any activities or products of any Third Party that acquires such Departing Affiliate or any activities or products of any Third Party acquired by that Departing Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

5.2 Assignment by Columbia Subject to License. Any assignment or transfer of this Agreement or ownership or title to any of the patents or patent applications included in the Heat Management Patent Portfolio, or the grant of an exclusive license or other right to enforce any of the patents included in the Heat Management Patent Portfolio by Columbia shall be made expressly subject to the assignee's and/or licensee's prior acceptance of all of the terms and conditions of this Agreement.

6. GENERAL PROVISIONS

6.1 Representations and Warranties.

(a) Columbia represents and warrants as of the Effective Date that: (i) Columbia owns all right, title and interest in and to the Heat Management Patent Portfolio, and has the sole right to grant licenses and covenants with respect to the Heat Management Patent Portfolio of the full scope set forth herein without payment of any consideration to any Third Party; (ii) it has not assigned or otherwise transferred or licensed to any other Person any rights to the Heat Management Patent Portfolio that would prevent Columbia from entering into this Agreement; and (iii) the person executing this Agreement on behalf of Columbia has the full right and authority to enter into this Agreement on Columbia's behalf.

(b) NIKE acknowledges, accepts, represents and warrants that it, and the Person executing on its behalf, have the power and authority to enter this Agreement, and bind NIKE to each and every obligation hereof.

(c) Nothing contained in this Agreement shall be construed as:

(i) a warranty or representation by either Party that any Exploitation of products by the other Party has infringed or will in the future infringe any claim of any patents;

(ii) an agreement by either Party to bring or prosecute actions or suits against Third Parties for infringement, or conferring any right to the other Party to bring or prosecute actions or suits against Third Parties for infringement;

(iii) conferring any right to the other Party to use in advertising, publicity, or otherwise, any trademark, trade name or names of either Party, or any contraction, abbreviation or simulation thereof without the prior written consent of the other Party;

(iv) conferring by implication, estoppel or otherwise, upon either Party, any right (including a license) under other patents except for the rights expressly granted hereunder; or

(v) an obligation to furnish any technical information or know-how.

(d) The Heat Management Patent Portfolio is licensed "as is," without warranties of any kind, and Columbia MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, except as otherwise expressly agreed herein.

6.2 Confidentiality.

(a) *Terms of Agreement*. Except as expressly provided elsewhere in this Agreement, each Party will maintain the terms of this Agreement in confidence and shall not publicize or disclose those terms in any manner whatsoever. Notwithstanding the foregoing, this Agreement may be confidentially disclosed to their Affiliates and otherwise as follows:

(i) with the prior written consent of the other Party;

(ii) to any governmental body having jurisdiction and specifically requiring such disclosure;

(iii) in response to a valid subpoena, discovery request, or as otherwise may be required by law; provided however, that the Party producing a copy of this Agreement shall exercise its best efforts to produce it subject to a protective order under an "Outside Attorneys Eyes Only" or higher confidentiality designation;

(iv) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any

other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

(v) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; or

(vi) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction, or in connection with a proposed assignment or license pursuant to Section 5.2 above.

(b) *No Publicity; Permitted Statements*. No Party will issue a press release or any other announcement regarding this Agreement. The Parties shall direct their representatives not to make any disclosures of the terms of this Agreement. Notwithstanding the foregoing and Section 6.2(a), upon inquiry by a Third Party, or in connection with any pre-litigation matters involving the enforcement or defense of Columbia's intellectual property rights related to Columbia's heat management product line, including the Heat Management Patent Portfolio, and the registered and unregistered designs, and trade dress, in and relating to Columbia's heat management product designs shown in Exhibit B, and provided that the Third Party making the inquiry and/or counterparty is subject to written obligations of confidentiality at least as stringent as those contained herein, either Party may state that: (i) the Opposition has been withdrawn subject to an agreement between the Parties, (ii) the Permitted Products are subject to an agreement between the Parties, and (iii) the Licensed Products are covered by a license under the Heat Management Patent Portfolio. In the event the Third Party making the inquiry and/or counterparty is not subject to written obligations of confidentiality at least as stringent as those contained herein, neither Party will disclose any information concerning the existence or terms of this Agreement or any contractual relationship between the Parties to such Third Party or counterparty without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, taking into account the facts and circumstances of the request (including without limitation the identity of the inquiring Third Party and circumstances of the inquiry).

6.3 Irreparable Harm Arising from Breach. The Parties agree that a violation of the provisions contained in Sections 2, 3 and 6.2 of this Agreement shall cause a Party to suffer immediate and irreparable harm for which there is no adequate remedy at law. Therefore, the Parties further agree that in the event of a breach of those Sections, the non-breaching Party shall be entitled to preliminary and permanent injunctive relief, in addition to all other remedies available to it at law or equity.

6.4 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of Oregon, without reference to conflict of laws principles.

6.5 Settlement of Disputes.

(a) *Basic Dispute Resolution Procedures.* Any dispute between the Parties either with respect to the interpretation of any provision of this Agreement or with respect to the performance of either Party will be resolved as specified in this Section.

(i) Upon the written request of either Party, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

(ii) The designated representatives will meet as often as necessary during a fifteen (15) day period (or such other time as the Parties may agree) to gather and furnish to the other all information with respect to the matter at issue which is appropriate and germane in connection with its resolution.

(iii) Such representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto.

(iv) During the course of such negotiation, all reasonable requests made by one Party to the other for nonprivileged information reasonably related to this Agreement, will be honored in order that each of the Parties may be fully advised of the other's position.

(v) The specific format for such discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of positions.

(b) *Escalation Procedures.* If the designated representatives cannot resolve the dispute, then the dispute will be escalated to officer-level executives of each Party, for their review and resolution. Such officers will meet in person to discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. If the dispute cannot be resolved by such officers, then, except as provided in Section 6.5(c) below, the Parties may initiate formal proceedings; however, formal proceedings for the resolution of any such dispute may not be commenced until the earlier of:

(i) The designated officers concluding in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely; or

(ii) Sixty (60) days after the initial request to negotiate such dispute (unless preliminary or temporary relief of an emergency nature is sought by one of the Parties).

(c) *Mediation of "Permitted Product" Disputes.* If the dispute between the Parties involves whether a particular product Exploited by NIKE or its Affiliates

constitutes a Permitted Product under this Agreement, and if the dispute remains unresolved after the Parties have followed the procedures specified in Sections 6.5(a) and (b) above, then the Parties agree to participate in the following additional alternative dispute resolution process:

(i) The Parties will participate in at least one (1) day of mediation at a neutral location before a neutral technical expert, skilled in the art, who shall be chosen by mutual agreement by the Parties (the "Neutral").

(ii) The Neutral will be charged with determining whether the product at issue constitutes a Permitted Product under this Agreement, and will render his/her decision within one (1) week of the mediation date.

(iii) The requirement for mediation shall not be deemed a waiver of any right of termination under this Agreement.

(iv) Each Party shall bear its own expenses incurred in connection with any attempt to resolve disputes hereunder, but the compensation and expenses of the Neutral shall be borne equally.

6.6 Jurisdiction for Unresolved Disputes. If, after following the procedures specified in Section 6.5 above, any dispute between the Parties regarding this Agreement, its construction or matters connected with its performance remains unresolved, Columbia and NIKE agree (a) that any litigation, except as noted below, regarding this Agreement, its construction and matters connected with its performance will be subject to the exclusive jurisdiction of the state and federal courts in Portland, Oregon (the "Court"), and (b) to submit any such disputes, matters of interpretation, or enforcement actions arising with respect to the subject matter of this Agreement exclusively to the Court. The Parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters. This Section 6.6 shall not apply to any dispute between the Parties regarding (i) an alleged infringement of the Heat Management Patent Portfolio or the Columbia Designs or (ii) a challenge of the Heat Management Patent Portfolio or the Columbia Designs.

6.7 Sophisticated Parties Represented by Counsel. The Parties each acknowledge, accept, warrant and represent that (i) they are sophisticated Parties represented at all relevant times during the negotiation and execution of this Agreement by counsel of their choice, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and (ii) they and their counsel have determined through independent investigation and robust, arm's-length negotiation that the terms of this Agreement shall exclusively embody and govern the subject matter of this Agreement.

6.8 Bankruptcy. Each Party irrevocably waives all arguments and defenses arising under 11 U.S.C. 365(c)(1) or successor provisions to the effect that applicable law excuses the Party, other than the debtor, from accepting performance from or rendering performance to an entity other than the debtor or debtor in possession as a basis for

opposing assumption of the Agreement by the other Party in a case under Chapter II of the Bankruptcy Code to the extent that such consent is required under 11 U.S.C. § 365(c)(1) or any successor statute. Any change of control resulting from any such bankruptcy proceeding shall remain subject to Section 5 above.

6.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by a reliable overnight courier service, return receipt requested; by prepaid registered or certified mail, return receipt requested, e-mail, or by facsimile to the other Party at the address below or to such other address for which such Party shall give notice hereunder. Such notice shall be deemed to have been given one (1) day after the date of sending if by overnight courier service, or five (5) days after the date of sending by registered or certified mail, or upon confirmed receipt if delivered by facsimile or e-mail, except that notice of change of address shall be effective only upon receipt.

To Columbia:

Columbia Sportswear Company
Attn: Peter Bragdon, Executive Vice President, Chief Administrative Officer and General Counsel
14375 NW Science Park Drive
Portland, Oregon 97229
Facsimile: 503-985-5858

To NIKE:

NIKE, Inc.
Attn: General Counsel
One Bowerman Drive
Beaverton, OR 97005
Facsimile: 503-646-6926

6.10 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

6.11 Entire Agreement. The Parties acknowledge, accept, warrant and represent that (i) this is an enforceable agreement; (ii) this Agreement embodies the entire and only understanding of each of them with respect to the subject matter of the Agreement, and merges, supersedes and cancels all previous representations, warranties, assurances, conditions, definitions, understandings or any other statement, express, implied, or arising by operation of law, whether oral or written, whether by omission or commission between and among them with respect to the subject matter of the

Agreement; (iii) no oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement; (iv) the terms and conditions of this Agreement may be altered, modified, changed or amended only by a written agreement executed by duly authorized representatives of Columbia and NIKE, (v) the language of this Agreement has been approved by counsel for each of them, and shall be construed as a whole according to its fair meaning, and (vi) neither Party (nor their respective counsel) shall be deemed to be the draftsperson of this Agreement in any action which may hereafter arise with respect to the Agreement.

6.12 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

6.13 Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement.

6.14 Counterparts. This Agreement may be executed in counterparts or duplicate originals, both of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. This Agreement may be executed by facsimile (including scanned and emailed) signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

6.15 Duty to Effectuate. The Parties agree to perform any lawful additional acts, including the execution of additional agreements, as are reasonably necessary to effectuate the purpose of this Agreement.

[*Signatures on following page*]

IN WITNESS WHEREOF, the Parties do hereby execute this Patent License Agreement by duly authorized officials as of the Effective Date.

Columbia Sportswear Company

By: _____
Name: Peter Bragdon
Title: Executive Vice President, Chief Administrative Officer and General Counsel
Date: 9/8/15

NIKE, Inc.

By: _____
Name: Paul M. Saraceni
Title: Vice President, IP Licensing & Transactions
Date: 9/9/15

EXHIBIT A: COLUMBIA HEAT MANAGEMENT PATENT PORTFOLIO

Utility Patents

Registered

Austria 2427070
Belgium 2427070
Canada 2,761,171
Canada 2,833,649
Canada 2,849,772
China ZL201090000521.2
China ZL201280021679.1
Denmark 2427070
EPO 2427070
Finland 2427070
Finland 9706
France 2427070
Germany 2427070
Germany 202010017658.1
Germany 202010017663.8
Germany 202010017664.6
Hong Kong HK1168007
Italy 2427070
Japan 5616561
Netherlands 2427070
Norway 2427070
Poland 2427070
Korea 10-1408385
Korea 10-1511480
Russia 2506870
Russia 2546413
Russia 2534531
Spain 2427070
Sweden 2427070
Taiwan I482598
UK 2427070
US 8,453,270
US 8,510,871
US 8,479,322
US 8,424,119

Pending

Argentina – App. No. 2010 01 01576
Chile – App. No. 2789-2011
China - App. No. 201280057524.3
EPO – App. No. 12779615.9
EPO – App. No. 12833641.9
India – App. No. 8059/DELNP/2011
Japan – App. No. 2012-510030
Japan - App. No. 2014-165943
Japan – App. No. 2015-108599
Korea – App. No. 10-2014-7028579
Taiwan - App. No. 099114653
Vietnam - App. No. 1-2011-03358
Vietnam - App. No. 1-2013-03818

Design Patents

Registered Designs

Argentina 80005
Australia 330139
Australia 330140
Bangladesh 010343
Cambodia KH/ID/REG/00080
Canada 132571
Canada 135395
Canada 138900
Canada 138901
Canada 138902
Canada 139307
Canada 148485
China ZL200930236430.3
China ZL201030162794.4
China ZL201030162730.4
China ZL201030162765.8
China ZL201030162750.1
China ZL201030162789.3
China ZL201130031833.1
China ZL201230543068.6
China ZL201530017794.8
China ZL201530019222.3
European Community 001629254-01-02
European Community 001261788-0001
European Community 002616557-0001/0002
European Community 001704438-01-05

European Community 002131854-0001
India 225679
India 225683
India 225682
India 225681
India 21349
Indonesia ID0026409-D
Hong Kong 0901838.7
Japan 1425797
Japan 1438445
New Zealand 412888
New Zealand 413934
Nicaragua 2162 RPI
Republic of Korea 30-567640
Republic of Korea 30-595697
Republic of Korea 30-609151
Republic of Korea 30-704126
Republic of Korea 30-793428
Republic of Korea 30-793429
Russian Federation 86250
Switzerland 141234
Turkey 2009 05244
US D650,529
US D670,435
US D655,921
US D656,741
US D651,352
US D653,400
US D657,093
US D670,917
US D707,974
Vietnam 17294

Pending Designs

Canada App. No. 160594
India - App. No. 268935
Russian Federation - App. No. 2015500153
Taiwan - App. No. 104300252
Taiwan - App. No. 104300288
Turkey - App. No. 2015/00335
US - App. No. 29/497,133
US - App. No. 29/497,382
Vietnam - App. No. 3-2015-00110

EXHIBIT B: COLUMBIA DESIGNS

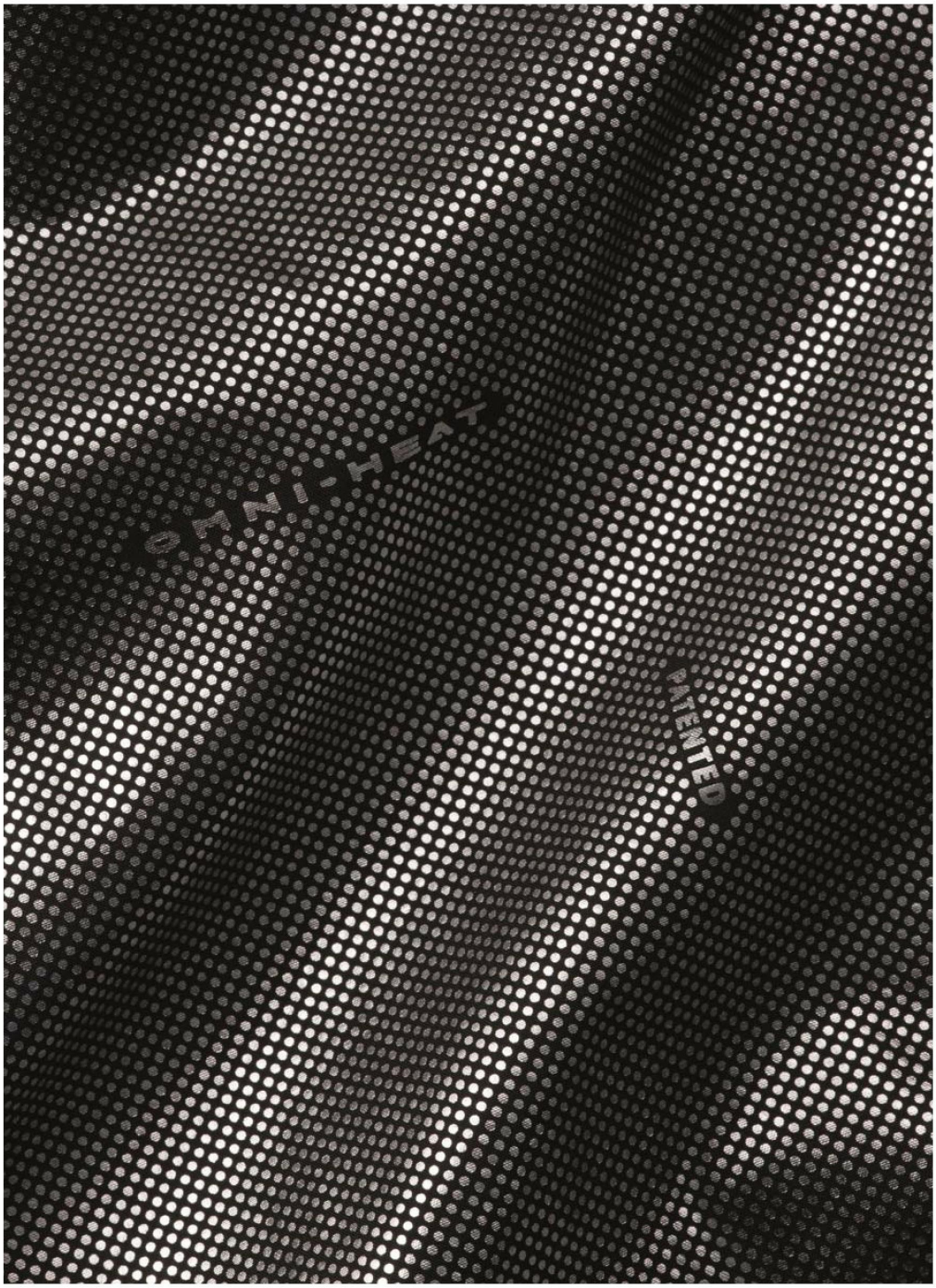

EXHIBIT B: COLUMBIA DESIGNS (continued)