FORM PTO-1619A Expires 06/30/99 OMB 0651-0027	NOV (19 1999 )	11-17-1999
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Second Party Name (line 1) Name (line 2)		Execution Da Month Day
Receiving Party		Mark if additional names of receiving parties attache
Name (line 1) BRUCE DICKENS		If document to be is an assignment
Name (line 2)		receiving party is domiciled in the U States, an appoint
Address (line 1) 3892 CEDRON		of a domestic representative is a (Designation mus
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

**PATENT** 

REEL: 010377 FRAME: 0608

FORM PTO-1619B  Expires 06/30/99  OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT		
Correspondent Name and Address	Area Code and Telephone Number	(949) 497-7676		
Name William C. Cray	1 A			
Address (line 1) Levin & Haws II.P.				
Address (line 2) 384 Forest Avenue		PIDE		
Address (line 3) Suite 13		NII.		
Address (line 4) Laguna Beach, CA 9265		N		
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If this document is being filed together with a <u>new</u> Paten signed by the first named executing inventor.	t Application, enter the date the patent applicat	işırı was Month Day Yeşr		
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To the best of my knowledge and belief, the foregoing information is true and correct and any				
attached copy is a true copy of the original document. Charges to deposit account are authorized, as				
indicated herein.				
William C. Cray		11-9-99		
Name of Person Signing	Signature	Date		
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# ASSIGNMENT AGREEMENT

## **BETWEEN**

# MCDONNELL DOUGLAS CORPORATION

a wholly-owned subsidiary of

THE BOEING COMPANY

AND

**BRUCE DICKENS** 

1 AGREEMENT

THIS AGREEMENT, effective as of the 2nd day of April, 1999, by and between McDonnell Douglas Corporation, a wholly-owned subsidiary of The Boeing Company, ("ASSIGNOR"), and Bruce Dickens, an employee of ASSIGNOR and resident of Irvine, California ("ASSIGNEE"), either or both of which may be referred to as "Party" or "Parties";

6 <u>WITNESSETH:</u>

WHEREAS, ASSIGNOR is the owner by prior assignment from ASSIGNEE of the entire right, title, and interest in and to U.S. Letters Patent No. 5.806,063, issued September 8, 1998, entitled "Date Formatting and Sorting for Dates Spanning the Turn of the Century" (hereinafter defined as the "Patent Rights");

WHEREAS, ASSIGNEE wishes to acquire said Patent Rights, and ASSIGNOR is willing to grant such a request subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereto agree as follows:

### **ARTICLE 1 - ASSIGNMENT**

- (a) ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, his successors, assigns, and legal representatives, the entire right, title and interest, in the United States and all foreign countries, in and to the Patent Rights, any divisional, continuation, or substitute application based thereon, any patent or patents issuing upon such application or applications, any renewal or reissue, and any and all other applications, if any, for Letters Patent which have been or shall be filed in the United States and all foreign countries, including, without limitation, all ASSIGNOR's rights under any claim which arose at any time prior and up to the conveyance of said Patent Rights to the ASSIGNEE under this Agreement.
- ASSIGNEE, a nonexclusive, transferable, worldwide, paid-up, royalty-free, and irrevocable license in the aerospace, communications, and military defense fields of use, to make, use, offer for sale, sell, and import any products or methods covered by the Patent Rights, without any duty of accounting to ASSIGNEE.

ARTICLE 2 – CONSIDERATION 1 (a) In consideration of the rights assigned herein, ASSIGNEE agrees to pay ASSIGNOR at the 2 times and at the place specified herein, in United States Dollars, the amount of Ten Thousand Dollars 3 (\$10,000.00), payable in four (4) equal installments of Twenty Five Hundred Dollars (\$2,500.00) each. 4 (b) ASSIGNEE agrees to pay ASSIGNOR the amount due under Article 2(a) of this Agreement 5 within thirty (30) days after the end of each three (3) month period ending March, June, September, and 6 7 December of calendar year 2000. All such payments shall be sent to the following address: 8 9 The Boeing Company Military Aircraft and Missile Systems 10 PO Box 516 11 St. Louis, Missouri 63166-0516 12 13 Attention: Cashier 14 15 A duplicate copy of such payment shall be sent to the same address, with the following exception: Attention: Manager, Product & Technology Licensing 16 17 Mail Code: S306 1285 (c) ASSIGNEE agrees that the terms of this Agreement do not fall within the scope of The 18 19 Boeing Company or McDonnell Douglas Patent Plans ("Plans"), and hereby waives any consideration or 20 award under those Plans. 21 **ARTICLE 3 - AGENCY RELATIONSHIP** 22 (a) It is understood and agreed that ASSIGNEE is not, by this Agreement or anything contained 23 herein, constituted or appointed the agent or representative of ASSIGNOR for any purpose whatsoever, 24 nor shall anything contained herein be deemed or construed as granting to ASSIGNEE any right or 25 authority to assume or to create any obligation or responsibility, express or implied, for or on behalf of or 26 in the name of ASSIGNOR in any way or manner whatsoever.

(b) ASSIGNEE may not use the name of ASSIGNOR in any manner whatsoever without the prior written approval of ASSIGNOR.

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## ARTICLE 4 - DISCLAIMER, WAIVER OF REMEDIES AND INDEMNITY

- (a) NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY OR REPRESENTATION THAT THE EXERCISE OF THE PATENT RIGHTS ASSIGNED HEREUNDER WILL BE FREE FROM INFRINGEMENT OF PATENTS OR COPYRIGHTS OR INFRINGEMENT OR MISAPPROPRIATION OF OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY THIRD PARTIES. OR THAT ASSIGNOR OR ITS AFFILIATES AND SUBSIDIARIES HAVE ANY OBLIGATION OR LIABILITY WITH RESPECT TO THIRD PARTIES. ASSIGNEE HEREBY RELEASES AND AGREES TO DEFEND AND HOLD HARMLESS ASSIGNOR, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITIES. CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES FOR INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY THIRD PARTIES ARISING OUT OF ASSIGNEE'S EXERCISE OF THE PATENT RIGHTS ASSIGNED HEREUNDER.
- GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PATENT RIGHTS ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION OR LIABILITY OF ASSIGNOR WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LOSS OF USE, REVENUE OR PROFIT, OR INCIDENTAL OR CONSEQUENTIAL DAMAGE) AND WHETHER OR NOT OCCASIONED BY ASSIGNOR'S NEGLIGENCE. ASSIGNOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PATENT RIGHTS WILL MEET ASSIGNEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PATENT RIGHTS WILL BE UNINTERRUPTED OR ERROR FREE.
- (c) ASSIGNEE HEREBY RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LICENSOR, ITS OFFICERS AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES FOR ALL INJURIES AND DEATHS OF PERSONS AND DAMAGE TO ANY PROPERTY, ARISING

- DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR
- 2 CAUSED DIRECTLY OR INDIRECTLY BY OR WITH THE EXERCISE OF THE PATENT RIGHTS
- 3 BY ASSIGNEE.

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- 4 (d) ASSIGNEE SHALL IN NO EVENT BE ENTITLED TO RECOVER FROM ASSIGNOR
- 5 AN AMOUNT THAT EXCEEDS THE AMOUNT OF MONEY ACTUALLY PAID BY ASSIGNEE
- 6 UNDER THIS AGREEMENT.

## ARTICLE 5 - APPLICABLE LAW

This Agreement shall be governed by the law of the State of California, excluding its conflict of law principles.

### ARTICLE 6 - EXPORT LAWS AND REGULATIONS

ASSIGNEE hereby covenants that no information or know-how embodied in the Patent Rights will be authorized to be directly or indirectly sold, leased, transferred, or conveyed to any source for use in any country or countries in contravention of any export laws, regulations or decrees of the U.S. Government or any agency thereof.

## **ARTICLE 7 - ENTIRE UNDERSTANDING**

The Parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The Parties further agree that this Agreement and any modifications made pursuant to it, constitutes the complete and exclusive written expression of all terms of the Agreement between the Parties, and supersedes all prior or contemporaneous proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the Parties relating to the subject matter of this Agreement, whether oral or written. The Parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the Parties, by any usage of trade or custom, or by any prior performance between the Parties pursuant to this Agreement or otherwise.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Agreement to be executed by their duly authorized representatives as of the day and the year first above given.

1 **ASSIGNOR: ASSIGNEE:** 2 3 MCDONNELL DOUGLAS CORPORATION **BRUCE DICKENS** 4 A wholly-owned subsidiary of 5 THE BOEING COMPANY 6 Bruce Dickons 7 Signature 8 9 Name J. Peter Mohn 10 Chief Counsel - Intellectual Property 11 Title Southern California Region 12 13

**RECORDED: 11/09/1999**