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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. CrayAddress (line 1) Levin & Hawes LLPAddress (line 2) 384 Forest AvenueAddress (line 3) Suite 13Address (line 4) Laguna Beach, CA 92651**Pages**Enter the total number of pages of the attached conveyance document
including any attachments.# 6**Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,806,063		

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.Month Day Year
 Patent Cooperation Treaty (PCT)Enter PCT application number
only if a U.S. Application Number
has not been assigned.PCT PCT PCT
PCT PCT PCT **Number of Properties**

Enter the total number of properties involved.

1**Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$ \$ 40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

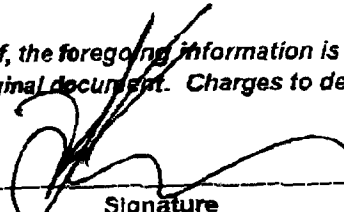
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Deposit Account Number:

Authorization to charge additional fees:

Yes ☐No ☐**Statement and Signature**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

Name of Person Signing



Signature

11-9-99

Date

ASSIGNMENT AGREEMENT

BETWEEN

MCDONNELL DOUGLAS CORPORATION

a wholly-owned subsidiary of

THE BOEING COMPANY

AND

BRUCE DICKENS

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(b) ASSIGNEE agrees to pay ASSIGNOR the amount due under Article 2(a) of this Agreement within thirty (30) days after the end of each three (3) month period ending March, June, September, and December of calendar year 2000. All such payments shall be sent to the following address:

(c) ASSIGNEE agrees that the terms of this Agreement do not fall within the scope of The Boeing Company or McDonnell Douglas Patent Plans (“Plans”), and hereby waives any consideration or award under those Plans.

(a) It is understood and agreed that ASSIGNEE is not, by this Agreement or anything contained herein, constituted or appointed the agent or representative of ASSIGNOR for any purpose whatsoever, nor shall anything contained herein be deemed or construed as granting to ASSIGNEE any right or authority to assume or to create any obligation or responsibility, express or implied, for or on behalf of or 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.

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.

(b) ASSIGNEE HEREBY WAIVES ALL REMEDIES, CONDITIONS, WARRANTIES, 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

1 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.

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.

7 ARTICLE 5 - APPLICABLE LAW

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

10 ARTICLE 6 - EXPORT LAWS AND REGULATIONS

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

15 ARTICLE 7 - ENTIRE UNDERSTANDING

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

25 IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Agreement to be
26 executed by their duly authorized representatives as of the day and the year first above given.
27

1 ASSIGNOR:

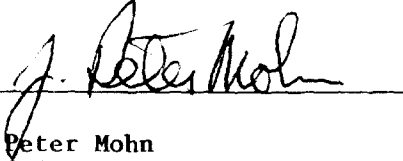
ASSIGNEE:

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3 MCDONNELL DOUGLAS CORPORATION

BRUCE DICKENS

4 A wholly-owned subsidiary of
5 THE BOEING COMPANY

6
7
8 Signature



Signature



9
10 Name J. Peter Mohn

11 Chief Counsel - Intellectual Property

12 Title Southern California Region
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