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Form PTO-1595 (Rev. 03/01) 12/18/01



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert K. Menzel
James A. Simms
James V. Leonard

2. Name and address of receiving party(ies)

Name: The Boeing Company

Internal Address: _____

Street Address: 7755 East Marginal Way South

City: Seattle State: WA Zip: 98108

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 12, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 12/12/01

A. Patent Application No.(s)

(Pending)

B. Patent No.(s)

10/024865

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael S. Smith

Internal Address: _____

Street Address: 816 Second Avenue

City: Seattle State: WA Zip: 98104

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Michael S. Smith, Reg. No. 39,563

Name of Person Signing

Michael S. Smith

Signature

12/18/01

Date

Total number of pages including cover sheet, attachments, and documents: 4



25315

PATENT TRADEMARK OFFICE

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REEL: 012397 FRAME: 0355

JCS64 U.S. PTO
10/024865
12/18/01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Menzel et al. Attorney Docket No. BOEI-1-1017
Serial No.: -- Group Art Unit: --
Filing Date: Examiner: --
Title: AN AIR LAUNCH SYSTEM INTERFACE

ASSIGNMENT

WHEREAS, I, Robert K. Menzel, residing at 15 Champagne Drive, Lake St. Louis, Missouri 63367, am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, James A. Simms, residing at 4279 Bielefeld Drive, Florissant, Missouri 63033, am one of the inventors named in the above-identified United States patent application;

WHEREAS, I, James V. Leonard, residing at 408 Concordia Lane, St. Charles, Missouri 63301, am one of the inventors named in the above-identified United States patent application;

AND, WHEREAS, The Boeing Company, a Delaware corporation having a principal address at 7755 East Marginal Way South, Seattle, WA 98108 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title, and interest in and to the patent application and related inventions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, I hereby assign and transfer to ASSIGNEE the entire right, title, and interest in and to the patent application and related inventions, including all improvements, variations, derivations and inventive subject matter directly or indirectly related to the patent application and inventions, and all provisional or nonprovisional patent applications or issued patents that have been or may be granted thereon, including without limitation all reissues, divisions, continuations, continuations-in-part, and extensions of the patent applications or patents, or any other form of protection for the inventions

related to the patent application, in the United States and foreign countries; all rights of action arising from the inventions and all applications and patents on the inventions; all claims for damages by reason of past and future infringement of the inventions and all applications and patents on the inventions, and the right to sue and collect damages for such infringement; to be held and enjoyed by the ASSIGNEE for its own use and benefit and for its successors and assigns as the same would have been held by me had this assignment not been made.

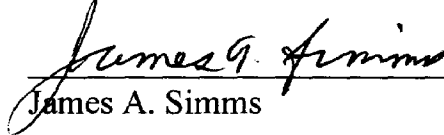
I do hereby further agree and promise to execute all instruments and render all such assistance as ASSIGNEE may request in order to make and prosecute any and all applications on the inventions, to maintain and enforce any and all patents on the inventions, and to confirm in ASSIGNEE legal title to the inventions and all applications and patents on the inventions in the United States and foreign countries, all without charge to ASSIGNEE but at no expense to me. In the event that ASSIGNEE is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, or to otherwise perfect in ASSIGNEE the entire right, title, and interest in and to the patent application and related inventions, I hereby irrevocably designate and appoint the ASSIGNEE and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this assignment with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the ASSIGNEE any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned to the ASSIGNEE.

EXECUTED at St. Charles (city), Missouri (state), this 11 day of December, 2001.



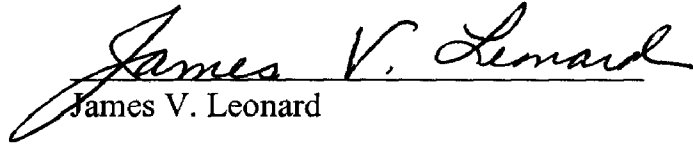
Robert K. Menzel

EXECUTED at ST. Charles (city), MISSOURI (state), this 12 day of December, 2001.



James A. Simms

EXECUTED at ST CHARLES (city), MISSOURI (state), this 10th day of DECEMBER, 2001.



James V. Leonard