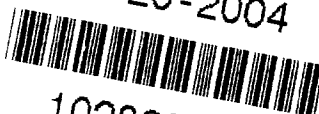


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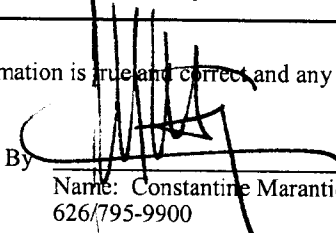


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Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<b>1. Name of conveying party(ies):</b> <b>Abraham E. Karem</b>  Additional name(s) of conveying party(ies) attached: NO		<b>2. Name and address of receiving party(ies):</b> Name: <b>The Boeing Company</b>  Street Address: Corporate Headquarters M/C 5003-1001, 100 North Riverside, Chicago, IL 60606-1596	
<b>3. Name of conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  Execution Date: September 25, 2004		<b>10/18/04</b>  Additional name(s) & address(es) attached? NO	
<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is:  <b>A. Patent Application No.(s)</b> <b>B. Patent No.(s)</b> 6,584,382  Additional numbers attached?			
<b>5. Please return the recorded document and address all correspondence to:</b>  <b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Constantine Marantidis		<b>6. Total number of applications and patents involved</b> <span style="border: 1px solid black; padding: 0 5px;">1</span>  <b>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</b>  <b>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</b>	
<b>10. <input type="checkbox"/> Explanatory letter is enclosed.</b>			
<b>9. Statement and signature.</b> 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.  Date: October 12, 2004  By  Name: Constantine Marantidis 626/795-9900			
<b>10/19/2004 DBYRME 00000101 6584382</b> <b>01 FC:0021</b> I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on <u>10/12/04</u> (Date of Deposit)		Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 0 5px;">2</span>	

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## ASSIGNMENT

**WHEREAS**, Abraham E. Karem, (hereinafter "the Assignor") residing at 29312 Wood Canyon Road, Silverado, CA 92676, has invented certain new and useful improvements in an Intuitive Vehicle and Machine Control (hereinafter "invention"), and has been issued LETTERS PATENT of the UNITED STATES OF AMERICA Number 6,584,382, issued June 24, 2003, and is the subject of the following foreign patent applications:

PCT/US01/16062, filed May 17, 2001, published as WO 01/88648, Nov. 22, 2001; and  
EP Patent Application 1939107, filed May 17, 2001, and published as 1307797, May 7, 2003.

**AND WHEREAS**, The Boeing Company, a corporation organized and existing under the laws of the State of Delaware, USA, having headquarters at Chicago, Cook County, Illinois, with a mailing address of The Boeing Company, Corporate Headquarters M/C 5003-1001, 100 North Riverside, Chicago, IL 60606-1596, USA, Attention: Corporate Secretary (hereinafter called "the Assignee") desires to acquire the entire right, title and interest in and to the invention within the United States of America and its territorial possessions and all foreign countries where any LETTERS PATENT may be granted therefor.

**AND WHEREAS**, such rights in the invention were, indeed, transferred to The Boeing Company in a Stock Purchase Agreement between the Assignor and the Assignee dated May 3, 2004.

**NOW, THEREFORE, THIS ASSIGNMENT WITNESSES**, that for good and valuable considerations, the receipt whereof is acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to Assignee the entire right, title and interest in and to the invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations, and extensions thereof that may be granted therefor, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty including any international convention, for the protection of industrial property, together with the right to extend the protection of the United States LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which the LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. Assignor requests and authorizes the Commissioner of Patents and Trademarks, US, and its foreign counterparts to issue any LETTERS PATENT when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignee that Assignor has a full and unencumbered title to the invention, which title Assignor warrants unto the Assignee. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, execute and acknowledge all lawful and appropriate instruments, necessary, for obtaining, sustaining, extending, reissuing, or reexamining United States and foreign LETTERS PATENT or the like for the invention, and for maintaining and perfecting the Assignee's right to the invention and LETTERS PATENT particularly in cases of an interference, opposition or litigation.

AGREED this 25 day of September, 2004.

By: 

Typed Name: Abraham E. Karem