

03-02-2005

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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102951089

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Edward Zielinski (02/15/2005) and Thomas M. Murray (02/15/2005)  
  
Execution Date(s): in parentheses after inventor name  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: The Boeing Company  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
  
100 N. Riverside  
  
City: Chicago  
State: Illinois  
Country: United States of America Zip: 60606-1596  
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**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s)  
This application  
B. Patent No.(s)  
  
Additional numbers attached?  Yes  No

**6. Total number of applications and patents involved:** 1  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00  
 Authorized to be charged by credit card  
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 Enclosed  
 None required (government interest not affecting title)

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: John M. Wechkin  
PERKINS COIE LLP  
Internal Address: Atty. Dkt.: 030048178US  
Street Address: P.O. Box 1247  
  
City: Seattle  
State: WA Zip: 98111-1247  
Phone Number: (206) 359-8000  
Fax Number: (206) 359-9000  
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John M. Wechkin - 42,216 February 16, 2005  
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02/22/2005 EFLORES 00000092 11060184  
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**PATENT**  
**REEL: 016304 FRAME: 0357**

**ASSIGNMENT**

THIS ASSIGNMENT is by Edward Zielinski, who resides in Kent, Washington and Thomas M. Murray, who resides in Bellevue, Washington (the "Assignors"), respectively. We Assignors have invented one or more certain inventions (the "Invention(s)") described in a United States Patent Application entitled HEAT EXCHANGER SYSTEMS AND ASSOCIATED SYSTEMS AND METHODS FOR COOLING AIRCRAFT STARTER/GENERATORS (the "Application") and  executed concurrently herewith; or  filed on \_\_\_\_\_ as Application No. \_\_\_\_\_. We Assignors authorize the Assignee, identified below, or its representatives to insert the application number of the Application when known.

The Boeing Company, a corporation organized and existing under the laws of the State of Delaware, US, having a place of business at 100 N. Riverside, Chicago, Illinois 60606-1596, with a mailing address of M/C 1640-2101, 15460 Laguna Canyon Road, Irvine, California 92618, US, ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which we acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignors warrant that they are joint owners of the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; prepare and prosecute the Application or any other applications for Patents; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

Date: 15 FEB 2005

  
\_\_\_\_\_  
Edward Zielinski

Date: 15 Feb. 2005

  
\_\_\_\_\_  
Thomas M. Murray