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To the Honorable Commissioner of Pat.

102966216

original documents or copy thereof.

03-11-05

1. Name of conveying party(ies):

Geoffrey S. KINSEY
Dmitri D. KRUT
Joseph C. BOISVERT
Christopher M. FETZER
Richard R. KING

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

3. Nature of conveyance:

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

Execution Date: 02/07/2005; 02/22/2005; 03/07/2005

2. Name and address of receiving party(ies)

Name: THE BOEING COMPANY

Internal Address: _____

Street Address: 100 North Riverside

City: Chicago State: IL Zip: 60606

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

112975 U.S. PTO
11/077899



031105

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: March 11, 2005

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Shawn K. Leppo

Internal Address: McNees Wallace & Nurick LLC

Street Address: 100 Pine Street, P.O. Box 1166

City: Harrisburg State: PA Zip: 17108-1166

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1059

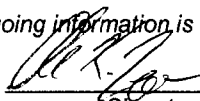
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Shawn K. Leppo
Name of Person Signing


Signature # 50, 311

March 11, 2005
Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/23/2005 6TOM11 00000045 501059 11077899

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JOINT ASSIGNMENT OF APPLICATION

Whereas, We, **Geoffrey S. KINSEY, Dmitri D. KRUT, Joseph C. BOISVERT, Christopher M. FETZER and Richard R. KING** hereafter referred to as "applicants" or "assignors", who reside at the corresponding addresses provided below, have invented certain new and useful improvements in a **METAMORPHIC AVALANCHE PHOTODETECTOR**.

- for which an application for a United States Patent will be subsequently filed. We hereby authorize and request an attorney having the power of attorney to prosecute the application from McNees Wallace & Nurick LLC of 100 Pine Street, P.O. Box 1166, Harrisburg, PA 17108 to insert here in parenthesis (Application number _____ / _____, filed March 10, 2005) the filing date and application number of the application when known.
- for which an application for a United States Patent was filed on _____.

and

Whereas, **THE BOEING COMPANY**, a corporation organized and existing under the laws of the State of Delaware, US, whose street address is **100 North Riverside, Chicago, IL 60606-1596**, herein referred to as "assignee," is desirous of acquiring 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 any United States or foreign LETTERS PATENT that may be granted therefore.

NOW, THEREFORE, for good and valuable considerations, the receipt which is hereby acknowledged, Assignor has assigned, sold and transferred, and does assign, sell and transfer to the 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 therefore, 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. Assignee will hold all rights 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 the 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 to the Assignee. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request and expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become 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 interference conflict, opposition and litigation.

AND, We hereby covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, We hereby further covenant and agree that We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make

all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce Letters Patent for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

We hereby declare that all statements made herein and on the accompanying Assignment Recordal Letter of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

IN WITNESS WHEREOF and INTENDING TO BE LEGALLY BOUND, we hereunto set our hands having read and understood this Assignment.

County of Los Angeles)
)
State of California)

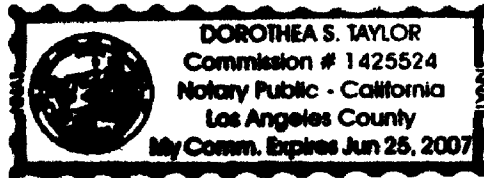
Geoffrey S. KINSEY
SS. 164 N. Oak Knoll Avenue, Apt. 5
Pasadena, CA 91101

By: *Geoffrey S. Kinsey*

Date: 02/07/05

Subscribed and Sworn to me
this 22 day of FEBRUARY, 2005

Dorothea S. Taylor
Notary Public



County of LOS ANGELES)
)
State of CALIFORNIA)

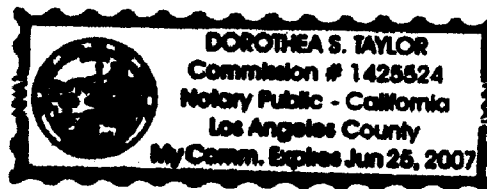
Dmitri D. KRUT
SS. 17110 Clemons Drive
Encino, CA 91436

By: *Dmitri D. Krut*

Date: 03-07-05

Subscribed and Sworn to me
this 7 day of MARCH, 2005

Dorothea S. Taylor
Notary Public



County of LOS ANGELES)
)
State of CALIFORNIA)

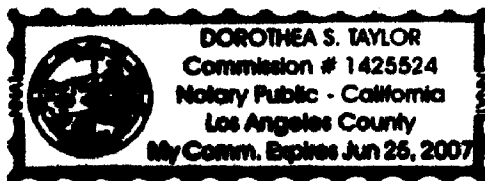
Joseph C. BOISVERT
SS. 2444 Rikkard Drive
Thousand Oaks, CA 91362

By: *Joseph C. Boisvert*

Date: 3/7/05

Subscribed and Sworn to me
this 7 day of MARCH, 2005

Dorothea S. Taylor
Notary Public



County of LOS ANGELES)
)
State of CALIFORNIA)

Christopher M. FETZER
SS. 22937 Banyan Place #282
Saugus, CA 91390

By: [Signature]
Date: 3/07/05

Subscribed and Sworn to me
this 7 day of MARCH, 2005

[Signature]
Notary Public



County of LOS ANGELES)
)
State of CALIFORNIA)

Richard R. KING
SS. 769 Lynnmere Drive
Thousand Oaks, CA 91360

By: [Signature]
Date: 2/22/05

Subscribed and Sworn to me
this 22 day of FEBRUARY, 2005

[Signature]
Notary Public

