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REC-1



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To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Anthony K. Lazzarini (12/20/2005) and Steven M. Barton (12/16/2005)

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 North Riverside

City: Chicago

State: Illinois

Country: United States of America Zip: 60606-1596

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

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

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

Name: Gregory C. Mayer
MARSHALL, GERSTEIN & BORUN LLP

Internal Address: Atty. Dkt.: 30302/021303

Street Address: 233 S. Wacker Drive, Suite 6300
Sears Tower

City: Chicago

State: IL Zip: 60606-6357

Phone Number: (312) 474-6300

Fax Number: (312) 474-0448

Email Address: _____

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
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

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9. Signature:

Gregory C. Mayer
Signature

December 22, 2005

Date

Gregory C. Mayer - 38,238

Name of Person Signing

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

2

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV686094162US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: December 22, 2005

Signature: *Richard Zimmermann* (Richard Zimmermann)

12.22.05

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ASSIGNMENT

Docket No.: 30302/021303

WHEREAS, Anthony K. Lazzarini, residing at 12105 51st Avenue SE, Everett, Washington 98208; and Steven M. Barton, residing at 4721 Belvedere Ave., Everett, Washington 98203 (hereinafter "Assignor") has invented certain new and useful improvements in a **Method and Apparatus for Generating Consistent Simulated Smoke** (hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on date(s) listed below.

WHEREAS, 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 (hereinafter called "the 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 therefor.

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 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. 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.

IN TESTIMONY WHEREOF, I have signed this Assignment on the date specified below.

Anthony K. Lazzarini 20 Dec 05 (date) Steven M. Barton 16 DEC 05 (date)