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5-11-06



To the Director of the U.S. Patent and Trademark Office, Attention: 103240167 (Name of the inventor, assignor, or applicant, or the name of the owner, or the name of the person to whom the application is being assigned, or the name of the new address(es) below.)

**1. Name of conveying party(ies):**  
 Brian N. Cox (5/8/2006), Janet B. Davis (5/8/2006), Sergio Luis dos Santos e Lucato (5/8/2006), David B. Marshall (5/8/2006),  
 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  
 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: Robert R. Richardson  
ROBERT R. RICHARDSON, P.S.  
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**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)

**8. Payment Information**  
 a. Credit Card Last 4 Numbers 1004  
 Expiration Date 03/07  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature**  
Robert R. Richardson May 11, 2006  
 Signature Date  
Robert R. Richardson - 40,143  
 Name of Person Signing  
 Total number of pages including cover sheet, attachments, and documents: 4

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EQ699387187US, on the date shown below in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22315-1450.  
 Dated: 5/11/06 Signature: Robert R. Richardson (Robert R. Richardson)

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RECORDATION FORM COVER SHEET  
(continued)

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Brock S. McCabe (5/8/2006), and Olivier H. Sudre (5/8/2006)

Additional Assignees (2. Continued):

Assignee Name: \_\_\_\_\_

Internal Address:

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Assignee Name: \_\_\_\_\_

Internal Address:

Street Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Assignee Name: \_\_\_\_\_

Internal Address:

Street Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers  
4A. Continued:

Additional Patent Numbers  
4B. Continued:

Additional numbers attached?

Yes

No

### ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Brian N. Cox; Janet B. Davis; Sergio Luis dos Santos e Lucato; David B. Marshall; Brock S. McCabe; and Olivier H. Sudre (hereinafter referred to as Assignors), residing at 3886 Campus Drive, Thousand Oaks, California 91360; 1991 Rayshire Street, Thousand Oaks, California 91362; 292 Whiteside Place, Thousand Oaks, California 91362; 3575 Paseo de Invierno, Thousand Oaks, California 91360; 22660 Pacific Coast Hwy, #202, Malibu, California 90265; and 1021 Valley High Avenue, Thousand Oaks, California 91362, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in MORPHABLE CERAMIC COMPOSITE SKINS AND STRUCTURES FOR HYPERSONIC FLIGHT, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, The Boeing Company, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 100 N. Riverside, Chicago, Illinois 60606-1596 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and

enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended; as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.


AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

ROBERT R. RICHARDSON, P.S.

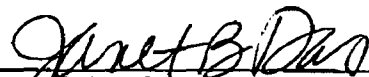
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AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

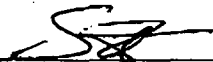
Date: 5/8/06

Signature:   
Brian N. Cox

Date: 5/8/06

Signature:   
Janet B. Davis

Date: 05/08/06

Signature:   
Sergio Luis dos Santos e Lucato


Date: 5/8/06

Signature:   
David B. Marshall

Date: 5/8/06

Signature:   
Brock S. McCabe

Date: 5/8/06

Signature:   
Olivier H. Sudre