

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT						
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT						
<b>CONVEYING PARTY DATA</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David Kalian</td> <td>10/31/2005</td> </tr> <tr> <td>Jane R. Felland</td> <td>10/31/2005</td> </tr> </tbody> </table>		Name	Execution Date	David Kalian	10/31/2005	Jane R. Felland	10/31/2005
Name	Execution Date						
David Kalian	10/31/2005						
Jane R. Felland	10/31/2005						
<b>RECEIVING PARTY DATA</b>							
<b>Name:</b>	The Boeing Company						
<b>Street Address:</b>	100 N. Riverside Plaza						
<b>City:</b>	Chicago						
<b>State/Country:</b>	ILLINOIS						
<b>Postal Code:</b>	60606-1596						
<b>PROPERTY NUMBERS Total: 1</b>							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12042574</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12042574		
Property Type	Number						
Application Number:	12042574						
<b>CORRESPONDENCE DATA</b>							
<b>Fax Number:</b>	(949)752-7049						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
<b>Email:</b>	tkavanaugh@macpherson-kwok.com						
<b>Correspondent Name:</b>	MacPherson Kwok Chen & Heid LLP						
<b>Address Line 1:</b>	2033 Gateway Place, Suite 400						
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95110						
<b>ATTORNEY DOCKET NUMBER:</b>	M-16108-1D US						
<b>NAME OF SUBMITTER:</b>	Brent A. Folsom						
<b>Total Attachments: 1</b> source=M-16108-1D US - Executed Assignment#page1.tif							

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**ASSIGNMENT**

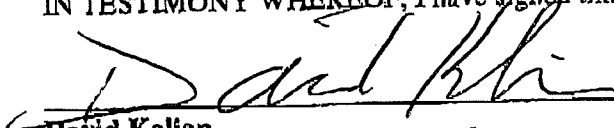
WHEREAS, David Kalian, residing at Redondo Beach, California; and Jane R. Felland, residing at Palos Verdes Estates, California, (hereinafter "Assignor") have invented certain new and useful improvements in Phased Array Antenna Systems and Methods (hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on date(s) listed below.

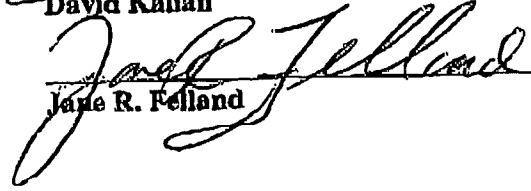
WHEREAS, The Boeing Company, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 100 N. Riverside, Chicago, Illinois 60606-1596, with a mailing address of M/C 1640-2101, 15460 Laguna Canyon Road, Irvine, California 92618, (hereinafter called "the 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.

  
\_\_\_\_\_  
David Kalian

  
\_\_\_\_\_  
Jane R. Felland

10/31/05  
(date)

October 31, 2005  
(date)