

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hughes Electronics Corporation	09/05/2000
RECEIVING PARTY DATA	
Name:	The Boeing Company
Street Address:	100 North Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1596
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5499195
Patent Number:	5504461
CORRESPONDENCE DATA	
Fax Number:	(562)797-9051
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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NAME OF SUBMITTER:	LaVerne R. Gilliam
Total Attachments: 3	
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source=Hughes Assignment to TBC#page3.tif	

CH \$80.00 5499195

**CONFIRMATION OF ASSIGNMENT OF PATENT AND TRADEMARK
RIGHTS WITH AUTHORIZATION AND APPOINTMENT BY ASSIGNOR**

WHEREAS, HUGHES ELECTRONICS CORPORATION, a corporation of the State of Delaware, United States of America ("**Assignor**"), having a principal place of business at 200 North Sepulveda, El Segundo, California 90245, is assigning or has assigned all of its rights, title and interests in the United States and throughout the world, in and to the invention disclosures, patent applications and patents listed on Schedule A (the "**Patents**"), to the Intellectual Property Agreement dated as of the date hereof between Hughes Electronics Corporation, Hughes Space and Communications Company and The Boeing Company (the "**Intellectual Property Agreement**") to THE BOEING COMPANY ("**Assignee**"); and

WHEREAS, **Assignor** is assigning or has assigned all of its rights, title and interests in the United States and throughout the world, in and to the trademarks listed on Schedule B and tradenames listed on Schedule C ("**the Trademarks**"), to the Intellectual Property Agreement to **Assignee**; and

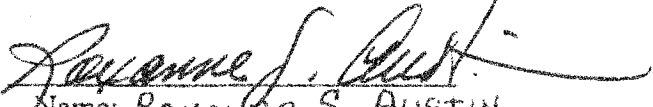
WHEREAS, it was contemplated, at the time of assignment and stated in the Purchase Agreement, that the execution and delivery of papers would be necessary for **Assignee**, its successors, assigns or representatives to perfect, affirm, record and maintain the title to the Patents and the Trademarks in **Assignee**, its successors, assigns or other legal representatives; and

WHEREAS, **Assignor** had agreed to generally cooperate to the fullest extent in all matters pertaining to the Patents and the Trademarks, and to do all lawful acts, including the execution and delivery of all papers and proper oaths that are deemed necessary or desirable by **Assignee**, its successors, assigns or representatives for accomplishing the foregoing;

NOW THEREFORE, **Assignor** hereby confirms the foregoing assignment and authorizes and appoints **Assignee** and grants **Assignee** full power of attorney to execute all necessary papers and oaths on **Assignor's** behalf and in **Assignor's** name that are necessary for **Assignee**, its successors, assigns or representatives to perfect, affirm, record and maintain the title in **Assignee**, its successors, assigns or other legal representatives to any and all of the Patents and the Trademarks in the United States and throughout the world.

ASSIGNOR:

BY:


Name: ROXANNE S. AUSTIN
Title: Sr. V.P. & CFO

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON September 5, 2000 before me, ELAINE M. MCGEE, a Notary Public in
and for said State, personally appeared Brent Reed

personally known to me or proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Elaine M. McGee

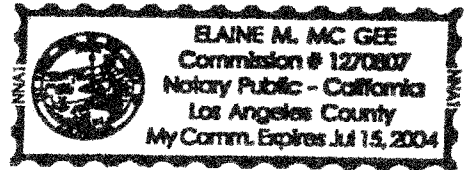
AGREED TO AND ACCEPTED BY:

ASSIGNEE:

BY:

Brent Reed
Name:

Title:



Confirmation of Assignment of Patent and Trademark Rights

PATENT_NO	ISSUE_DATE	PD_NO	TITLE
5,499,001	03/12/96	093076	CAVITY MATCHED HYBRID COUPLER
5,499,195	03/12/96	091442	FINE-GRAINED MULTI-PLANAR CLUTTER REJECTION PROCESSOR
5,499,656	03/19/96	093511	INTEGRATED STORAGE AND TRANSFER SYSTEM AND METHOD FOR SPACECRAFT PROPULSION SYSTEMS
5,504,418	04/02/96	093070	FULL SHUNT BOOST SWITCHING VOLTAGE LIMITER FOR SOLAR PANEL ARRAY
5,504,461	04/02/96	094461	HIGH SPEED SLOTLINE BPSK MODULATOR
5,508,206	04/16/96	L93001A	METHOD OF FABRICATION OF THIN SEMICONDUCTOR DEVICE
5,512,160	04/30/96	093371	NICKEL-CADMIUM BATTERY ACTIVATION PROCESS
5,517,192	05/14/96	094068	HIGH RESOLUTION GAIN RESPONSE CORRECTION CIRCUIT
5,517,418	05/14/96	092510A	SPACECRAFT DISTURBANCE COMPENSATION USING FEEDFORWARD CONTROL
5,521,560	05/28/96	093080	MINIMUM PHASE SHIFT MICROWAVE ATTENUATOR
5,523,716	06/04/96	093235	MICROWAVE PREDISTORTION LINEARIZER
5,530,449	06/25/96	094163	PHASED ARRAY ANTENNA MANAGEMENT SYSTEM AND CALIBRATION METHOD
5,532,632	07/02/96	093113	METHOD AND CIRCUIT FOR SYNCHRONIZING AN INPUT DATA STREAM WITH A SAMPLE CLOCK
5,532,706	07/02/96	093161	ANTENNA ARRAY OF RADIATORS WITH PLURAL ORTHOGONAL PORTS
5,534,881	07/09/96	094319	MICROWAVE FILTER ASSEMBLY HAVING A NONSYMMETRICAL WAVEGUIDE AND AN ANTENNA
5,535,225	07/09/96	082085	TIME DOMAIN ALGEBRAIC ENCODER/DECODER
5,536,126	07/16/96	093165	ASSEMBLY WITH SOLID STATE, PHASE TRANSFORMABLE LOCKING FASTENER
5,540,405	07/30/96	091058A	METHOD AND APPARATUS FOR COMPENSATING FOR MAGNETIC DISTURBANCE TORQUES ON A SATELLITE
5,541,607	07/30/96	093180	POLAR DIGITAL BEAMFORMING METHOD AND SYSTEM
5,546,049	08/13/96	093348	FREQUENCY SCALABLE PRE-MATCHED TRANSISTOR
5,546,097	08/13/96	091632	SHAPED DUAL REFLECTOR ANTENNA SYSTEM FOR GENERATING A PLURALITY OF BEAM COVERAGES
5,548,299	08/20/96	090555	COLINEARLY POLARIZED NESTED CUP DIPOLE FEED
5,554,411	09/10/96	091683	TREATMENT OF SOLID ELECTROLYTES TO PROMOTE WETTABILITY
5,556,058	09/17/96	093299	SPACECRAFT ATTITUDE DETERMINATION USING SUN SENSOR, EARTH SENSOR, AND SPACE-TO-GROUND LINK
5,557,285	09/17/96	093118	GIMBAL CONTROL SYSTEM
5,561,405	10/01/96	094112	VERTICAL GROUNDED COPLANAR WAVEGUIDE H-BEND INTERCONNECTION APPARATUS
5,563,609	10/08/96	093126	ANTENNA SYSTEM WITH PLURAL BEAM SEQUENTIAL OFFSET
5,563,794	10/08/96	093105	REPETITIVE CONTROL OF THERMAL SHOCK DISTURBANCE
5,566,909	10/22/96	093349	SYSTEM AND METHOD FOR DEPLOYING MULTIPLE PROBES
5,574,472	11/12/96	090029A	SIMPLIFIED SPACECRAFT ANTENNA REFLECTOR FOR STOWAGE IN CONFINED ENVELOPES
5,576,668	11/19/96	093077	TANDEM CIRCULAR POLARIZER
5,584,892	12/17/96	093370	PROCESS FOR PRODUCING NICKEL ELECTRODE HAVING LIGHTWEIGHT SUBSTRATE
5,589,274	12/31/96	093309	THERMAL CONTROL COATING
5,594,939	01/14/97	091308	IMPROVED SYNTHESIZER ROUTING ARCHITECTURE FOR A SWITCHING APPARATUS
5,595,360	01/21/97	094041	OPTIMAL TRANSFER ORBIT TRAJECTORY USING ELECTRIC PROPULSION
5,596,875	01/28/97	093369	SPLIT STIRLING CYCLE CRYOGENIC COOLER WITH SPRING-ASSISTED EXPANDER
5,597,141	01/28/97	093366	EFFICIENT MASS TRANSLATION DEVICE
5,598,989	02/04/97	091276	SPACECRAFT PROTECTIVE BLANKET
5,600,290	02/04/97	094205	HERMETICALLY SEALED ELECTROMAGNETIC WINDOW AND METHOD OF FORMING THE SAME
5,602,421	02/11/97	093186	MICROWAVE MONOLITHIC INTEGRATED CIRCUIT PACKAGE WITH IMPROVED RF PORTS
5,604,747	02/18/97	094049	MODULAR CONTIGUOUS OUTPUT MULTIPLEXER
5,610,848	03/11/97	091727	ROBUST RESONANCE REDUCTION USING STAGGERED POSICAST FILTERS
5,611,505	03/18/97	093410	SPACECRAFT ENERGY STORAGE, ATTITUDE STEERING AND MOMENTUM MANAGEMENT SYSTEM
5,613,197	03/18/97	094429	MULTI-CHANNEL TRANSPONDER WITH CHANNEL AMPLIFICATION AT A COMMON LOWER FREQUENCY
5,614,033	03/25/97	095078	RIGID SOLAR PANEL WITH DISCRETE LATTICE AND CARRIER STRUCTURES BONDED TOGETHER