

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Kurt A Burton	02/04/2005
Mike P. Matlack	02/04/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Boeing Company
<b>Street Address:</b>	100 N. Riverside
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606-1596
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12467895
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)815-1700
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<b>ATTORNEY DOCKET NUMBER:</b>	04-1081B/60055.0026USD1
<b>NAME OF SUBMITTER:</b>	Michael J. Baldauff, Jr.

OP \$40.00 12467895

Total Attachments: 4  
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**PATENT  
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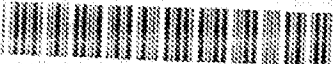
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No. 091-0254 (04-1081)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
  
**KURT A. BURTON**  
**MIKE P. MATLACK**

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies):  
 (2a.)  
 Name: THE BOEING COMPANY  
 Address: 100 North Riverside  
 City: Chicago State: Illinois Zip Code: 60606-1596

112904 U.S. PTO  
11/053630

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 4, 2005

(2b.)  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Additional name(s) & address(es) attached?  yes  no

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: February 4, 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 document should be mailed:  
 Name: Michael A. Shimokaji  
SHIMOKAJI & ASSOCIATES, P.C.  
 Address: 1301 Dove Street  
Suite 480  
 City: Newport Beach State: CA Zip Code: 92660

**27431**  
 (Insert Customer Number)

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: 50-0851  
 (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.

David Bowls *David Bowls* 2/7/05  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents: 2

02/14/2005 WRSFRW1 00000039 11053630 40.00 GP

Mail documents to be recorded with required cover sheet information to:  
 U.S. PATENT APPLICATION  
 Commissioner for Patents  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

ASSIGNMENT


WHEREAS, Kurt A. Burton, residing at St. Louis, Missouri; and Mike P. Matlack, residing at St. Charles, Missouri (hereinafter "Assignor") has invented certain new and useful improvements in COUNTER-ROTATING SPINDLE FOR FRICTION STIR WELDING (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.

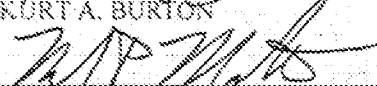
AND WHEREAS, The Boeing Company, a corporation organized and existing under the laws of the State of Delaware, US, having a place of business at 100 N. Riverside, Chicago, Illinois 60606-1596, US, (hereinafter called "the Assignee"), is desirous of acquiring the entire right, title and interest in and to said 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, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignee the entire right, title and interest in and to the said 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 said United States LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee 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 said 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. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, US and its foreign counterparts to issue said 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 hereby assigned, which title Assignor warrants unto the Assignee, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the 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 said invention, and for maintaining and perfecting the Assignee's right to said invention and LETTERS PATENT particularly in cases of interference conflict, opposition and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4 day of FEBRUARY, 2005.

  
 \_\_\_\_\_  
 KURT A. BURTON

  
 \_\_\_\_\_  
 MIKE P. MATLACK