PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
N			ame	Execution Date	
Mark D. Bennett				10/14/2009	
RECEIVING PARTY DATA					
Name:	The Boeing C				
Street Address:	100 North Riverside Plaza				
City:	Chicago				
State/Country:	ILLINOIS				
Postal Code:	60606-2016				
PROPERTY NUMBERS Total: 1 Property Type Number					
		10590			
Application Number: 12580582					12580582
CORRESPONDENCE DATA					
Fax Number: (937)443-6635					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone: 937-443-6600					\$40.00
Email: ipdocket@thompsonhine.com					ОР
Correspondent Name: Victor J. Wasylyna					$\mathbf{\rho}$
Address Line 1: P.O. Box 8801 Address Line 2: 2000 Courthouse Plaza NE					
Address Line 2: 2000 Countibuse Plaza NE Address Line 4: Dayton, OHIO 45401-8801					
ATTORNEY DOCKET NUMBER:		09-0441B			
NAME OF SUBMITTER:		Victor J. Wasylyna			
Total Attachments: 2 source=037354-051c1assign_20091022084552#page1.tif source=037354-051c1assign_20091022084552#page2.tif					

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ASSIGNMENT

WHEREAS, Mark D. Bennett, residing at Benld, Illinois, referred to as the "Assignor," has invented a certain new and useful invention and improvement (the "Invention") described in the United States patent application entitled AMTEC POWER SYSTEM WITH THERMAL BLOCK (Docket No. 09-0441B) for which Assignor is making application for letters patent of the United States, which application has been duly executed by Assignor concurrently herewith;

WHEREAS, The Boeing Company, a corporation organized and existing under the laws of the State of Delaware, United States of America, having a place of business at 100 North Riverside Plaza, Chicago, Illinois 60606-2016 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Inventions within the United States of America and its territorial possessions and all foreign countries, and in and to any United States or foreign letters patent that may be granted therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned, sold and transferred to the Assignee, its successors and assigns, and Assignor does hereby assign, sell and transfer to the Assignee, its successors and assigns, the entire right, title and interest in and to the Inventions 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 that may be granted for any and all portions thereof, and in and to the patent application identified above and applications for patent filed for the Inventions in all foreign countries and all provisional, divisional, reissue, continuation, continuation-in-part applications and extensions of any of the applications for patent or letters patent identified herein, including all applications claiming the priority of said applications for patent or letters patent identified herein, 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 for Patents of the United States Patent and Trademark Office, and foreign counterpart officials of foreign patent offices, to issue respective letters patent in the United States and foreign countries 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 Inventions, 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,

> PATENT REEL: 023405 FRAME: 0956

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extending, reissuing or reexamining United States and foreign letters patent or the like for the Inventions, and for maintaining and perfecting the Assignee's right to the Inventions and letters patent particularly in cases of interference conflict, opposition and litigation.

Assignor further authorizes Victor J. Wasylyna (Registration No. 52,345) of the law firm Thompson Hine LLP, 10 West Second Street, Dayton, Ohio 45402, to insert into this document any additional identification information that may be necessary to record this assignment after I have signed, including the serial number and filing date of the patent application referred to above.

IN TESTIMONY WHEREOF, I have signed this assignment on the date specified below:

Mark P. Burnett

Mark D. Bennett

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