

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ARVIN SHMILOVICH | 07/07/2011 |
| ABDOLLAH KHODADOUST | 07/07/2011 |
| RECEIVING PARTY DATA | |
| Name: | THE BOEING COMPANY |
| Street Address: | 100 NORTH RIVERSIDE PLAZA |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60606-2016 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14099400 |
| CORRESPONDENCE DATA | |
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| Correspondent Name: | OSTRAGER CHONG FLAHERTY & BROITMAN, P.C. |
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| ATTORNEY DOCKET NUMBER: | 11-0098-DIV |
| NAME OF SUBMITTER: | DENNIS M. FLAHERTY |
| Signature: | /dflaherty/ |
| Date: | 12/06/2013 |
| Total Attachments: 2 source=11-0029_Assignment#page1.tif source=11-0029_Assignment#page2.tif | |

OP \$40.00 14099400

ASSIGNMENT

WHEREAS, Arvin Shmilovich and Abdollah Khodadoust, of the cities and states set forth below (hereinafter "Assignors"), have invented certain new and useful inventions and improvements (hereinafter "Invention") described in the United States patent application entitled "Systems and Methods for Attenuation of Noise and Wakes Produced by Aircraft", for which Assignors are making application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by the Assignors concurrently herewith;

WHEREAS, The Boeing Company, a corporation organized and existing under the laws of the State of Delaware, USA, having a place of business at 100 North Riverside Plaza, Chicago, Illinois 60606-2016, with a mailing address of M/C 1640-2101, 15460 Laguna Canyon Road, Irvine, California 92618, USA (hereinafter called "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, 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 of which is hereby acknowledged, the Assignors have assigned, sold and transferred, and do assign, sell and transfer to the Assignee, its successors and assigns, 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 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 Invention 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 the Assignors 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. The 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 the Assignors if this assignment and sale had not been made. The Assignors request and authorize the Commissioner of the U.S. 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.

Each Assignor further covenants and agrees with the Assignee that the Assignors have a full and unencumbered title to the Invention, which title the Assignors warrant to the Assignee. Each Assignor further agrees that each 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, we have each signed this Assignment on the date specified below.

Full name of first joint inventor: **ARVIN SHMILOVICH**

Inventor's signature: Arvin Shmilovich

7/7/2011
DATE

Residence: Huntington Beach, California

Citizenship: United States of America

Mailing Address: 6812 LaFayette Dr., Huntington Beach, CA 92647

Full name of second joint inventor: **ABDOLLAH KHODADOUST**

Inventor's signature: Abdollah Khodadoust

7 July 2011
DATE

Residence: Long Beach, California

Citizenship: United States of America

Mailing Address: 2333 Eucalyptus Ave., Long Beach, CA 90806