505740535 10/24/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5787348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ALYSON M. BONK	11/26/2011

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: 1

Property Type	Number
Application Number:	15652155

CORRESPONDENCE DATA

Fax Number: (503)972-9115

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (503) 224-6655

Email: veronica@khpatent.com
Correspondent Name: KOLISCH HARTWELL, P.C.
Address Line 1: 520 SW YAMHILL STREET

Address Line 2: SUITE 300

Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	17-0038-US-NP (BOE380)	
NAME OF SUBMITTER: PIERRE C. VAN RYSSELBERGHE		
SIGNATURE: /Pierre C. Van Rysselberghe/		
DATE SIGNED:	10/24/2019	

Total Attachments: 2

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PATENT 505740535 REEL: 050826 FRAME: 0838



THE BOEING COMPANY AND SUBSIDIARIES INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

In consideration of my employment by the Employer, any opportunities for advancement or reassignment which the Employer may from time to time offer me, the compensation paid to me in connection with such employment, and the mutual understandings set forth below, the Employer and I agree as follows:

- 1. For purposes of this Agreement the term:
 - a. "Subsidiaries" means business organizations in which The Boeing Company now or hereafter owns or controls, directly or indirectly, 50 percent or more of the outstanding voting interest.
 - b. "Boeing Group" means The Boeing Company and all Subsidiaries.
 - c. "Employer" means every member of the Boeing Group which has adopted this form of agreement and to which I am or have been assigned at any time during the term of this Agreement.
 - d. "Inventions" includes inventions, discoveries, developments, and improvements to existing technology, whether patentable or unpatentable.
 - e. "Proprietary Information" means information not generally known outside the Boeing Group or information entrusted to any member of the Boeing Group by third parties. This information may relate, for example, to Inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling. This information may be contained in materials such as drawings, models, data, specifications, records, reports, compilations, or computer programs, or may be in the nature of unwritten knowledge or know-how.
 - f. "Work Product," means any and all tangible results of work performed by an employee. Work Product includes, for example, documents, drawings, specifications, software, computer programs, images, photo and video materials, sound recordings, and music.
- 2. Except as limited by applicable law, all Proprietary Information which I conceive or develop during the term of this Agreement, either alone or with others, shall be the exclusive property of the Employer. I will preserve in confidence and will not disclose or use, either during or after the term of this Agreement, any Proprietary Information known to me as a result of my employment except as required in my work for the Employer or as authorized in writing by the Employer. Upon termination of my employment, I will deliver to the Employer all materials in my possession which contain Proprietary Information.
- 3. Except for Proprietary Information which is provided to me by the Employer (which is subject to the requirements of Article 2 above), I will not in my work for the Employer, use or disclose information which is confidential to or owned by former employers or other third parties, and will not bring any such information into the facilities of the Employer.
- 4. Except as limited by applicable law and Article 12 below, all Work Product produced by me, and all copyrights in works authorized by me, either alone or with others, during the term of this Agreement, are and shall be the exclusive property of the Employer. To the maximum extent permitted under the copyright laws, all such works shall be works made for hire with the copyright automatically vesting in the Employer. In all other cases, I hereby irrevocably assign and transfer all right, title, and interest in and to the copyrights in such works to the Employer upon request.
- 5. Except as limited by applicable law, I consent to the recording of my photograph, name, voice, signature, image, likeness, and identity while on the Employer's premises or engaged in activities for the Employer and I further consent to the use of such recordings (whether in photo, video, audio, or any other form) in any manner, at any time, and for any legitimate business or regulatory purpose.
- 6. Except as limited by applicable law and as set forth in Article 12 below, all Inventions which I conceive, develop, or first actually reduce to practice, either alone or with others, during the term of this Agreement and for six months hereafter, shall be the exclusive property of the Employer. I will disclose such Inventions to the Employer promptly and in writing in accordance with written Employer procedures, a copy of which shall be provided to me upon request. When requested, I will assist the Employer or its designee in efforts to protect such Inventions.
- 7. I understand and agree that the Employer or its designee will determine, in its sole and absolute discretion, whether an application for patent will be filed on any Invention which is the exclusive property of the Employer, as set forth above, and whether such an application will be abandoned prior to issuance of a patent.
- 8. I waive all claims arising either during or after the term of this Agreement against every member of the Boeing Group with respect to information, works of authorship and Inventions in which I have an ownership interest on the date of this Agreement, except for claims based on patent rights resulting from applications filed prior to or within 90 days after the date of this Agreement.
- 9. I understand and agree that the rights and obligations under this Agreement shall automatically extend to each member of the Boeing Group which has adopted this form of agreement upon my assignment thereto, whether that assignment be formally designated as a transfer, hire, rehire, or by a similar term, and that such rights and obligations, once extended, shall continue throughout the term of this Agreement.
- 10. This Agreement is not a contract of employment, and no rights to hire or continuation of employment, or to advancement or reassignment, are hereby created. This Agreement supersedes and replaces any prior agreement between me and any member of the Boeing Group relating to the same subject matter, but shall not affect any rights or obligations, other than those pertaining to release of the Employer's rights in Inventions, already established under such a prior agreement.
- 11. I will not assign this Agreement or any of my rights and obligations hereunder, either during or after the term of this



THE BOEING COMPANY AND SUBSIDIARIES INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

- Agreement, without the written consent of the Employer. This Agreement shall be binding upon my heirs and personal representative, and upon the Employer and its successors and assigns.
- 12. This Agreement does not apply to an Invention or Work Product for which no property, equipment, supplies, facilities, resources, or intellectual property (including, but not limited to, Proprietary information or trade secret information) of the Employer was used and which was developed entirely on my own time, unless: (a) the Invention or Work Product relates (i) directly or indirectly to the business of the Employer, or (ii) the Employer's actual or demonstrably anticipated research or development, or (b) the Invention or Work Product results from any work performed by me for the Employer. Furthermore, this Agreement may be limited by the laws of the state where I am employed by a member of the Boeing Group as set forth below:
 - a. If I am to be employed by the Employer within the States of Washington, Kansas or Minnesota, the Agreement shall not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Employer was used and which was developed entirely on my own time, unless (a) the Invention relates (i) directly to the business of the Employer, or (ii) to the Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for the Employer.
 - b. If I am to be employed by the Employer within the States of Illinois, Delaware or North Carolina, the Agreement shall not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Employer was used and which was developed entirely on my own time, unless (a) the Invention relates (i) to the business of the Employer, or (ii) to the Employer's actual or demonstrably anticipated research or development; or (b) the Invention results from any work performed by me for the Employer.
 - c. If I am to be employed by the Employer within the State of California, the Agreement shall not apply to an Invention that I developed entirely on my own time without using the Employer's equipment, supplies, facilities or trade secret information, except for those Inventions that either (a) relate at the time of conception or reduction to practice of the Invention to the Employer's business or actual or demonstrably anticipated research or development of the Employer, or (b) result from any work performed by me for the Employer.
 - d. If I am to be employed by the Employer within the State of Utah, the Agreement shall not apply to an Invention that is created by me entirely on my own time and is not an Invention or part thereof (a) conceived, developed, reduced to practice or created by me (i) within the scope of my employment; (ii) on the Employer's time; or (iii) with the aid, assistance or use of any of the Employer's property, equipment, facilities, supplies, resources or intellectual property; (b) resulting from any work, services, or duties performed by me for the Employer; (c) related to the industry or trade of the Employer; or (d) related to the current or demonstrably anticipated business, research or development of the Employer.
- 13. When signed by me, this Agreement shall be deemed accepted by every member of the Boeing Group which has adopted this form of agreement. This Agreement is effective as of the date of my initial employment by the Boeing Group and shall continue in effect until, and terminate when, my employment is terminated for any reason other than to effect assignment to another member of the Boeing Group, provided, that termination of this Agreement shall not affect the continuing rights and obligations set forth above.

		SIGNATURE OF EMPLOYEE Bonk, Alyson M (On File)	DATE 11/26/2011
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REEL: 050826 FRAME: 0840