

06-29-2001

FORM PTO-1594

R



U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 1314.1840

To the Honorable Commissioner of Patents &

101764833

original documents or copy thereof.

1. Name(s) of conveying party(ies):

- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- Other:

*KMO
12.21.00*

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: October 1, 1999

2. Name(s) and address(es) of receiving party(ies):

Name: Boeing Management Company

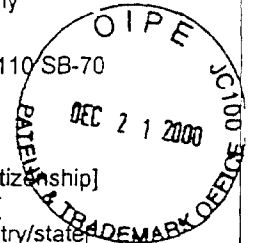
Address: 2201 Seal Beach Blvd., M/S 110 SB-70
Seal Beach, CA 90740-1515

- Individual(s) [Identify Country of citizenship]
- Association [Identify country/state]
- General Partnership [Identify country/state]
- Limited Partnership [Identify country/state]
- Corporation (Delaware)
- Other: [Identify type of entity and country/state]

If assignee is not domiciled in the United States, a domestic representative is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No



4. Application number(s) or registration number(s):

A. Trademark Application Number(s):

76/047,865
SEE ATTACHED SCHEDULE OF TRADEMARKS

Additional numbers attached? Yes No

B. Trademark Registration Number(s):

703,840
SEE ATTACHED SCHEDULE OF TRADEMARKS

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher P. Foley, Esq.

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 249

7. Total fee (37 CFR 3.41): \$6,240.00

- Enclosed
- Authorized to be charged to deposit account)
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

06/28/2001 JJALLAH2 00000013 76047865

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

Christopher P. Foley

Christopher P. Foley

December 21, 2000

Name of person signing

Signature

Date

12/23/2000 GTON11 00000284 76047865

Total number of pages including cover sheet, attachments and documents: 26

01 FC:481 40.00 DP
02 FC:482 6200.00 DP

84928_1.DOC

TRADEMARK
REEL: 002321 FRAME: 0594

Schedule of Trademarks to Deed of Assignment

Registration

Reg. No.	Reg. Date	Mark	Class
703,840	06-Sep-1960	707	12
1,435,479	07-Apr-1987	707	14
1,435,815	07-Apr-1987	707	26
1,753,915	23-Feb-1993	707	18
2,366,889	11-Jul-2000	717	12
857,823	01-Oct-1968	727	12
1,435,484	07-Apr-1987	727	14
1,435,816	07-Apr-1987	727	26
1,753,917	23-Feb-1993	727	18
857,824	01-Oct-1968	737	12
1,290,308	14-Aug-1984	737	28
1,435,483	07-Apr-1987	737	14
1,435,578	07-Apr-1987	737	18
1,445,279	30-Jun-1987	737	25

Reg. No.	Reg. Date	Mar.	Days
1,435,814	07-Apr-1987	737	26
1,445,523	30-Jun-1987	737	34
1,441,177	02-Jun-1987	737	16
1,425,707	20-Jan-1987	737	16
1,916,513	05-Sep-1995	737	21
1,677,524	03-Mar-1992	737	12
905,785	12-Jan-1971	747	12
1,290,309	14-Aug-1984	747	28
1,462,493	27-Oct-1987	747	6
1,435,482	07-Apr-1987	747	14
1,436,473	14-Apr-1987	747	21
1,508,222	11-Oct-1988	747	25
1,435,813	07-Apr-1987	747	26
1,441,178	02-Jun-1987	747	16
939,706	01-Aug-1972	747	16

1,548,358	18-Jul-1989	747	25
1,764,504	12-Apr-1993	747	18
1,778,287 1,788,287	17-Aug-1993	747	28
1,674,979	11-Feb-1992	747	12
1,567,008	21-Nov-1989	747	12
1,259,937	06-Dec-1993	757	12
1,290,290	17-Aug-1984	757	28
1,435,317	07-Apr-1987	757	8
1,435,481	07-Apr-1987	757	14
1,437,291	21-Apr-1987	757	16
1,445,278	30-Jun-1987	757	25
1,435,817	07-Apr-1987	757	26
1,445,522	30-Jun-1987	757	34
1,753,916	23-Feb-1993	757	18
1,916,514	05-Sep-1994	757	21

REG. NO.	REG. DATE	NO.	
1,915,137	29-Aug-1995	757	25
1,674,980	11-Feb-1992	757	12
1,261,665	20-Dec-1983	767	12
1,290,291	14-Aug-1984	767	28
1,435,291	07-Apr-1987	767	6
1,435,485	07-Apr-1987	767	14
1,435,541	07-Apr-1987	767	16
1,445,215	30-Jun-1987	767	21
1,435,743	07-Apr-1987	767	25
1,435,812	07-Apr-1987	767	26
1,425,706	20-Jan-1983	767	16
1,755,321	02-Mar-1993	767	18
1,677,525	03-Mar-1992	767	12
1,831,877	19-Apr-1994	777	6
1,836,007	10-May-1994	777	8

Reg. No.	Reg. Date	Mark	Class
1,866,215	06-Dec-1994	777	9
1,852,893	06-Sep-1994	777	9
1,779,611	29-Jun-1993	777	11
1,832,130	19-Apr-1994	777	14
1,875,212	24-Jan-1995	777	16
1,843,649	05-Jul-1994	777	18
1,803,762	09-Nov-1993	777	21
1,780,858	06-Jul-1993	777	25
1,857,308	04-Oct-1994	777	26
1,833,400	26-Apr-1994	777	28
1,834,740	03-May-1994	777	28
1,970,266	23-Apr-1996	777	12
1,887,157	04-Apr-1995	777	16
1,749,895	05-Feb-1993	ADVANCED QUALITY SYSTEM	9, 16, 41
1,742,851	29-Dec-1992	AQS	9, 16, 41

Reg. No.	Reg. Date	Mark	Class
1,654,562	20-Aug-1991	AUTONETICS	42
1,625,147	27-Nov-1990	AUTONETICS	35
1,654,505	20-Aug-1991	AUTONETICS	37
2,322,425	22-Feb-2000	BBJ	12
2,322,424	22-Feb-2000	BBJ (Stylized)	12 (US CLS. 19, 21, 23)
1,352,503	06-Aug-1985	BOEING	9
1,283,493	26-Jun-1984	BOEING	28
1,447,109	14-Jul-1987	BOEING	6
1,446,019	07-Jul-1987	BOEING	8
1,446,102	07-Jul-1987	BOEING	9
1,446,237	07-Jul-1987	BOEING	11
1,444,055	23-Jun-1987	BOEING	14
1,446,351	07-Jul-1987	BOEING	16
1,446,432	07-Jul-1987	BOEING	18
1,446,455	07-Jul-1987	BOEING	20

Reg. No.	Reg. Date	Mark	
1,436,475	17-Apr-1987	BOEING	21
1,447,626	14-Jul-1987	BOEING	25
1,447,692	14-Jul-1987	BOEING	26
1,445,327	30-Jun-1987	BOEING	28
1,446,720	07-Jul-1987	BOEING	34
882,041	09-Dec-1969	BOEING	12
1,402,994	29-Jul-1986	BOEING	9
1,403,997	05-Aug-1986	BOEING	16
1,419,419	02-Dec-1986	BOEING	35, 38, 41, 42
1,839,345	14-Jun-1994	BOEING	14
1,839,389	14-Jun-1994	BOEING	16
1,842,951	05-Jul-1994	BOEING	18
1,839,453	14-Jun-1993	BOEING	21
1,839,462	14-Jun-1994	BOEING	24
1,837,946	31-May-1994	BOEING	25

Reg. No.	Reg. Date	Mark	Class
1,839,505	14-Jun-1994	BOEING	28
1,955,880	13-Feb-1996	BOEING	25
1,958,515	27-Feb-1996	BOEING	28
423,674	10-Sep-1946	BOEING "Bug"	14
1,461,810	20-Oct-1987	BOEING (Airplane Livery)	12
1,461,089	12-Oct-1987	BOEING (Airplane Livery)	28
1,674,151	04-Feb-1992	BOEING (Stylized)	12
1,844,403	12-Jul-1994	BOEING NEWS	16
1,457,950	22-Sep-1987	BOELUBE	4
1,135,403	20-May-1980	BOESHIELD T-9	2
1,398,086	17-Jun-1986	CONSENSUS	42
1,744,482	05-Jan-1993	DI-9000	16, 41
1,433,645	24-Mar-1987	EASY5	9
1,433,809	24-Mar-1987	EASY5	16
2,303,687 2,030,687	14-Jan-1997	FLYTHRU	9

2,202,429	10-Nov-1998	ICAT	41
2,196,866	29-Oct-1998	ICAT	9
2,271,949	24-Aug-1999	LONGBOW GOLF CLUB & DESIGN	41
2,257,142	29-Jun-1999	LONGBOW GOLF CLUB & DESIGN	28
2,297,662	07-Decv-1999	LONGBOW GOLF CLUB & DESIGN	25
1,297,264	18-Sep-1984	M747	12
1,235,525	19-Apr-1983	M757	12
1,235,524	19-Apr-1983	M767	12
1,425,565	20-Jan-1987	MAKING IT COUNT	9
2,334,543	28-Mar-2000	MIGITS	9
802,906	01-Feb-1966	RAINBOE	6
1,985,720	09-Jul-1996	REDARS	16, 42
1,987,186	16-Jul-1996	REDARS & DESIGN	16, 42
2,364,319	04-Jul-2000	ROCKETDYNE	7

Reg. No.	Reg. Date	Class	Code
1,205,747	17-Aug-1982	SCHOLAR/TEACH 3	41
2,261,324	13-Jul-1999	SHAREVALUE	35
2,335,614	28-Mar-2000	SHAREVALUE TRUST	35
2,255,990	22-July-1999	Signature, 1-line (BOEING)	6
2,250,371	01-Jun-1999	Signature, 1-line (BOEING)	7
2,259,909	06-Jul-1999	Signature, 1-line (BOEING)	8
2,254,288	15-Jun-1999	Signature, 1-line (BOEING)	9
2,257,845	29-Jun-1999	Signature, 1-line (BOEING)	11
2,286,204	12-Oct-1999	Signature, 1-line (BOEING)	12
2,257,844	29-Jun-1999	Signature, 1-line (BOEING)	14
2,255,991	22-Jun-1999	Signature, 1-line (BOEING)	16

2,237,085 2,237,700	06-Apr-1999	Signature, 1-line (BOEING)	18
2,276,495	07-Sep-1999	Signature, 1-line (BOEING)	20
2,254,289	15-Jun-1999	Signature, 1-line (BOEING)	21
2,237,101 2,237,701	06-Apr-1999	Signature, 1-line (BOEING)	24
2,348,962	09-May-2000	Signature, 1-line (BOEING)	25
2,276,496	07-Sep-1999	Signature, 1-line (BOEING)	26
2,289,356	26-Oct-1999	Signature, 1-line (BOEING)	28
2,242,032	27-Apr-1999	Signature, 1-line (BOEING)	37
2,250,372	01-Jun-1999	Signature, 1-line (BOEING)	39
2,243,681	04-May-1999	Signature, 1-line (BOEING)	41
2,314,887	01-Feb-2000	Signature, 1-line (BOEING)	42

Frame No.	Exp. Date	Description	No.
2,255,999	22-Jun-1999	Signature, Stacked (BOEING)	7
2,250,384	01-Jun-1999	Signature, Stacked (BOEING)	9
2,237,713	06-Apr-1999	Signature, Stacked (BOEING)	11
2,256,000	22-Jun-1999	Signature, Stacked (BOEING)	14
2,255,997	22-Jun-1999	Signature, Stacked (BOEING)	16
2,237,711	06-Apr-1999	Signature, Stacked (BOEING)	18
2,257,854	29-Jun-1997	Signature, Stacked (BOEING)	21
2,257,853	29-Jun-1999	Signature, Stacked (BOEING)	24
2,348,963	09-May-2000	Signature, Stacked (BOEING)	25
2,388,131	19-Sep-2000	Signature, Stacked (BOEING)	26
2,314,891	01-Feb-2000	Signature, Stacked (BOEING)	28

REG. NO.	REG. DATE	MARK	CLASS
2,283,821	05-Oct-1999	Signature, Stacked (BOEING)	37
2,250,383	01-Jun-1999	Signature, Stacked (BOEING)	39
2,286,212	12-Oct-1999	Signature, Stacked (BOEING)	41
2,314,892	01-Feb-2000	Signature, Stacked (BOEING)	42
2,383,794	05-Sep-2000	Signature, Stacked (BOEING)	35
2,255,984	22-Jun-1999	Symbol (circle/curve/triangle design)	6
2,250,360	01-Jun-1999	Symbol (circle/curve/triangle design)	7
2,257,823	29-Jun-1999	Symbol (circle/curve/triangle design)	8
2,254,281	15-Jun-1999	Symbol (circle/curve/triangle design)	9
2,257,822	29-Jun-1999	Symbol (circle/curve/triangle design)	11

REG. NO.	REG. DATE	MARK	CLASS
2,255,983	22-Jun-1999	Symbol (circle/curve/triangle design)	14
2,255,982	22-Jun-1999	Symbol (circle/curve/triangle design)	16
2,237,691	06-Apr-1999	Symbol (circle/curve/triangle design)	18
2,300,462	14-Dec-1999	Symbol (circle/curve/triangle design)	20
2,255,985	22-Jun-1999	Symbol (circle/curve/triangle design)	21
2,245,070 2,245,080	11-May-1999	Symbol (circle/curve/triangle design)	24
2,388,129	19-Sep-2000	Symbol (circle/curve/triangle design)	26
2,300,461	14-Dec-1999	Symbol (circle/curve/triangle design)	28
2,243,668	04-May-1999	Symbol (circle/curve/triangle design)	37

Reg. No.	Effective Date	Mark	Class
2,250,363	01-Jun-1999	Symbol (circle/curve/triangle design)	39
2,254,284	15-Jun-1999	Symbol (circle/curve/triangle design)	41
2,314,885	01-Feb-2000	Symbol (circle/curve/triangle design)	42
2,383,795	05-Sep-2000	Symbol (circle/curve/triangle design)	35
1,422,628	30-Dec-1986	SYSCAP	9
1,720,811	29-Sep-1992	WINGS IN CIRCLE DESIGN LOGO	41

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ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT

THIS AGREEMENT ("Agreement"), effective as of October 1, 1999, is entered into by and between The Boeing Company (hereinafter referred to as "Boeing") having an office and place of business in Seattle, Washington, and Boeing Management Company (hereinafter referred to as "Management Company") having an office and place of business in Seal Beach, California.

RECITALS

WHEREAS Boeing is the owner of certain valuable intangible assets (collectively the "Assets"), including trademarks, copyrights, and related third-party license agreements and receivables,

WHEREAS Management Company is a wholly-owned subsidiary of Boeing, and

WHEREAS Boeing wishes to assign the Assets and certain related liabilities to Management Company and Management Company wishes to accept such an assignment,

AGREEMENTS

NOW THEREFORE, in consideration of the premises, benefits, and mutual covenants herein contained, and other good and valuable consideration, the parties hereby agree as follows:

1. AGREEMENT TO ASSIGN.

- a. Boeing agrees to assign the following Assets to Management Company effective as of October 1, 1999:
 - (1) All trademarks, service marks, and trade names (including, without limitation, all U.S. and foreign registrations and recordings therefor) owned by Boeing as of October 1, 1999;
 - (2) All Boeing ownership rights existing on October 1, 1999, in copyrights pertaining to photos, videos, film, graphics, images, aircraft model drawings, or music;
 - (3) All Boeing rights in internet domain names (including domain name registrations and recordings) existing as of October 1, 1999; and
 - (4) All Boeing rights in trademark, service mark, trade name, domain name, and copyright license agreements pertaining to Assets referred to in this subsection 1.a., executed prior to October 1, 1999, and involving Boeing as licensor.

- b. Boeing agrees to assign the following Assets to Management Company effective as of January 1, 2000:
- (1) All trademarks, service marks, trade names (including, without limitation, all U.S. and foreign registrations and recordings therefor) owned by Boeing as of January 1, 2000, and not previously assigned to Management Company;
 - (2) All Boeing ownership rights existing on January 1, 2000, in copyrights pertaining to photos, videos, film, graphics, images, aircraft model drawings, or music, and not previously assigned to Management Company;
 - (3) All Boeing rights in internet domain names (including domain name registrations and recordings) existing as of January 1, 2000, and not previously assigned to Management Company;
 - (4) All Boeing rights in trademark, service mark, trade name, domain name, and copyright license agreements pertaining to Assets referred to in this subsection 1.b., executed prior to January 1, 2000, involving Boeing or a Boeing predecessor in interest as licensor, and not previously assigned to Management Company; and
 - (5) All receivables related to any trademark, service mark, trade name, domain name, or copyright license agreement pertaining to Assets referred to in subsections 1.a. or 1.b. of this Agreement and involving Boeing or a Boeing predecessor in interest as licensor.
 - (6) United States Patent and Trademark Office deposit account number 022966 and the balance therein.
- c. Boeing agrees to assign the following Assets to Management Company promptly upon request or, in the absence of any such request, automatically on an annual basis:
- (1) All rights in trademarks, service marks, and trade names (including, without limitation, all U.S. and foreign registrations and recordings therefor) owned by Boeing and not previously assigned to Management Company;
 - (2) All rights in copyrights pertaining to photos, videos, film, graphics, images, model drawings, and music owned by Boeing and not previously assigned to Management Company;
 - (3) All rights in internet domain names (including domain name registrations and recordings) owned by Boeing and not previously assigned to Management Company

- (4) All Boeing rights in trademark, service mark, trade name, domain name, and copyright license agreements pertaining to Assets referred to in this subsection 1.c., involving Boeing or a Boeing predecessor in interest as licensor, and not previously assigned to Management Company;
 - (5) All receivables related to any trademark, service mark, trade name, domain name, or copyright license agreement pertaining to Assets referred to in this subsections 1.c., involving Boeing or a Boeing predecessor in interest as licensor, and not previously assigned to Management Company; and
- d. Boeing agrees to assign its ownership rights and sublicense its license rights in the following Assets to Management Company promptly upon the request of Management Company:
- (1) Any Boeing licensee rights in trademarks, service marks, trade names, and domain names and
 - (2) Any Boeing licensee rights in copyrights pertaining to photos, videos, film, graphics, images, aircraft model drawings, or music.
- e. Boeing agrees to direct or cause the assignment of the following Assets from each direct or indirect wholly-owned subsidiary, other than McDonnell Douglas Corporation (MDC) and MDC subsidiaries, (hereinafter referred to as a "Subsidiary") to Management Company promptly upon the request of Management Company:
- (1) Any rights in trademarks, service marks, and trade names (including, without limitation, all U.S. and foreign registrations and recordings therefor) owned, at any time, by a U.S. Subsidiary of Boeing;
 - (2) Any U.S. rights in trademarks, service marks, and trade names (including, without limitation, U.S. registrations and recordings therefor) owned, at any time, by a non-U.S. Subsidiary of Boeing;
 - (3) Any rights in internet domain names (including domain name registrations and recordings) owned, at any time, by a Subsidiary of Boeing;
 - (4) Any trademark, service mark, trade name, or copyright license agreements, regardless of when executed, relating to Assets referred to in this subsection 1.e. and involving a Subsidiary of Boeing as licensor;
 - (5) Any receivables related to an agreement referred to in subsection 1.e.(4) above

- (6) Any licensee rights of a Boeing Subsidiary in trademarks, service marks, trade names, or domain names; and
- (7) Any licensee rights of a Boeing Subsidiary in copyrights pertaining to photos, videos, film, graphics, images, aircraft model drawings, or music.

2. **FORM OF ASSIGNMENT.**

- a. To effect the formal assignment of trademark, service mark, and trade name assets pursuant to Section 1. above, the parties will utilize an assignment document substantially in accordance with Attachment A hereto.
- b. To effect the formal assignment of copyright assets pursuant to Section 1. above, the parties will utilize an assignment document substantially in accordance with Attachment B hereto.

3. **ASSUMPTION OF LIABILITIES.**

Management Company hereby assumes, and agrees to discharge, liabilities for services related to the Assets that remain outstanding at the close of business on October 1, 1999.

4. **RIGHTS FROM THIRD-PARTY PROVIDERS.**

Boeing agrees that, in its dealings with third-party providers of photo, video, film, graphic, image, aircraft model drawing, or music work product, it will (1) include Boeing Business Services Company in its negotiations for copyright ownership or license rights and (2) obtain for Boeing Management Company, whenever feasible, rights equivalent to those obtained for Boeing.

5. **CHOICE OF LAW AND JURISDICTION.**

This Agreement will be construed and performed in accordance with the laws of the State of California, United States of America, except that the conflict of laws provisions under California law will not be applied for the purpose of making other law applicable. Boeing hereby submits to the jurisdiction of the California state courts and the United States District Court for the Central District of California with regard to any and all claims and disputes related to this Agreement.

6. **ENTIRE AGREEMENT.**


This Agreement, together with the Subscription Agreement dated as of October 1, 1999, constitutes the entire understanding between the parties relating to the assignment of Assets by Boeing to Management Company and supersedes and replaces any and all prior agreements relating thereto. This Agreement will not be varied, amended, or supplemented except by an instrument in writing executed by both parties.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals by authorized representatives of the parties hereto.

THE BOEING COMPANY

BOEING MANAGEMENT COMPANY

By: James C. Jahn

By: 
Lynn H. Hess

Title: VP, Corporate Secretary and
Assistant General Counsel

Title: President

Date: February 25, 2000

Date: Feb 21, 2000