

08-14-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

THE BOEING COMPANY

07/12/01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

BOEING MANAGEMENT COMPANY

Name: _____

Internal Address: M/S 110-SB70

Street Address: 2201 Seal Beach Blvd.

City: Seal Beach State: CA Zip: 90740-1515

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s) 75/874,993

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Boeing Management Company

Internal Address: M/S 110-SB70

Street Address: 2201 Seal Beach Boulevard

City: Seal Beach State: CA Zip: 90740-1515

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 02-2965

(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.

Charles T. Silberberg

Name of Person Signing

Charles T. Silberberg
Signature

7/6/01

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/14/2001 AWNED1 00000062 022965 75874993

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TRADEMARK
REEL: 002347 FRAME: 0751

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 022986 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.
- a. 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.

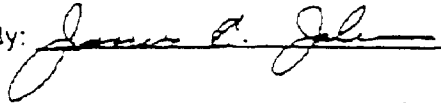
6. ENTIRE AGREEMENT.


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: 

By: 
Lynn H. Hess

Title: VP Corporate Secretary and
Assistant General Counsel

Title: President

Date: February 25, 2000

Date: Feb 2, 2000