

08-31-2001

Form PTO-1594

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OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):
 McDonnell Douglas Corporation, a wholly-owned subsidiary of The Boeing Company, a Delaware corporation

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

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

2. Name and address of receiving party(ies)
 Name: BF Goodrich Company
 Internal Address: 4 Coliseum Centre
 Street Address: 2730 W. Tyvola Road
 City: Charlotte State: NC Zip: 28217

Individual(s) citizenship _____
 Association _____
 General Partnership _____ *MSC 27 2001*
 Limited Partnership _____
 Corporation-State New York
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,336,522
1,336,523

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jerry Holden, Esq.
 Internal Address: Goodrich Corporation
Universal Propulsion Co.
 Street Address: 25401 North Central Avenue
 City: Phoenix State: AZ Zip: 85027

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

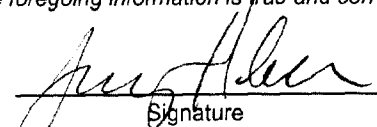
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-1625

(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.

Jerry Holden  August 24, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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

08/30/2001 AAHMED1 00000099 071625 1336522

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TRADEMARK
REEL: 002359 FRAME: 0369

TRADEMARK ASSIGNMENT

WHEREAS, McDonnell Douglas Corporation ("Assignor"), a wholly-owned subsidiary of The Boeing Company, owns, has adopted, has used, and is using the trademark ACES II® in connection with the advertising, marketing, distribution and sale of airplane ejection seats and is the owner of all right, title and interest in and to the registrations for the trademarks set forth in the attached Schedule A (the 'Marks'); and

WHEREAS, The BF Goodrich Company, a New York corporation (hereinafter "Assignee"), desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

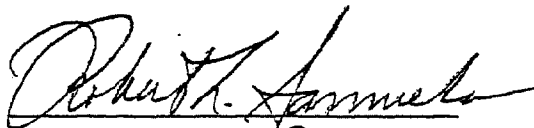
Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America, and all other foreign countries, in and to said Marks, all applications and registrations therefor, including specifically, but not limited to, those registrations for the Marks set forth in the attached Schedule A, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment.

Assignor hereby agrees to execute, acknowledge and deliver any and all documents as may be necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks and registrations, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 15th day of November, 1999.

MCDONNELL DOUGLAS CORPORATION

By:



Title:

Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACES II (Stylized) and DESIGN	1,336,522	May 22, 1985
ACES II (Stylized)	1,336,523	May 21, 1985