

03-07-2002

2 SHEET
ONLY

Docket No.:
39478.0001



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To the Honorable Commissioner of Patents and Trademarks 102004714

Forward the attached original documents or copy thereof.

MAD
2-22-02
FEB

1. Name of conveying party(ies):
The Boeing Company

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

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

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

Name: Boeing Realty Corporation

Internal Address: _____

Street Address: 3760 Kilroy Airport Way, Suite 500

City: Long Beach State: CA ZIP: 90806

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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: November 28, 2001

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2,271,949 2,257,142 2,297,662

Additional numbers attached? Yes No

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

Name: Michael K. Kelly

Internal Address: _____

Street Address: Snell & Wilmer, L.L.P.
One Arizona Center, 400 E. Van Buren
City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved:..... **3**

7. Total fee (37 CFR 3.41):.....\$ \$90.00

Enclosed (S&W check No. 287259)
 Authorized to be charged to deposit account

8. Deposit account number:
19-2814

03/06/2002 LUMJELLER 00000053 2271949
01 FC:481 40.00 DP
02 FC:482 50.00 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.

Michael Kelly (#32,848) *Michael K. Kelly* February 11, 2002
Name of Person Signing Signature Date

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 28th day of November, 2001, by and between THE BOEING COMPANY, a Delaware corporation and having a mailing address at c/o Boeing Realty Corporation, at 3760 Kilroy Airport Way, Suite 500, Long Beach, California 90806 (Attn: Mario Stavale) ("Seller") and BOEING REALTY CORPORATION, a California corporation, formerly known as McDonnell Douglas Realty Company, a California corporation, having a mailing address at 3760 Kilroy Airport Way, Suite 500, Long Beach, California 90806 (Attn: Mario Stavale) ("Buyer").

WITNESSETH:

WHEREAS, (1) Buyer has entered into an Agreement of Purchase and Sale and Joint Escrow Instructions executed as of June 25, 2001 as amended by the First Amendment dated September 6, 2001 (the "Agreement"), pursuant to which Buyer is selling certain Property as defined in Recital A of the Agreement, (2) certain of that Property is or may be owned by or registered in the name of Seller, and (3) Seller is willing to transfer to Buyer its right, title and interest in such Property (on the terms and conditions hereafter set forth);

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers unto Buyer, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to all of Seller's trademarks, trade names, and website and internet addresses used in connection with the Longbow Golf Club, including the goodwill embodied therein and the right to sue for infringements and past infringements thereof (excluding, however, any right to sue Seller or any of its affiliates for any alleged infringement(s) occurring prior to the date of delivery hereof), including but not limited to the domain name "longbowgolf.com," all trademarks used in connection with "www.longbowgolf.com" and the following three Federal registrations (the "Registrations") for the mark "LONGBOW GOLF CLUB and Design":

United States Trademarks		
<i>Reg. No. and Reg. Date</i>	<i>Mark</i>	<i>For the Goods or Services</i>
2,271,949 24 Aug. 1999	LONGBOW GOLF CLUB and Design	Educational services, namely, providing training in the nature of golf seminars, golf clinics and golf lessons (Int'l Class 41)
2,257,142 29 June 1999	LONGBOW GOLF CLUB and Design	Golf balls, golf bags, golf bag tags and bag straps, divot repair tools, golf club head covers and putter covers, golf towels and golf ball markers (Int'l Class 28)

United States Trademarks

<i>Reg. No. and Reg. Date</i>	<i>Mark</i>	<i>For the Goods or Services</i>
2,297,662 7 Dec. 1999	Longbow Golf Club and Design	Golf apparel, namely, shirts, jackets, sweatshirts, gloves, hats and visors (Int'l Class 25)

Buyer recognizes Seller's right to the tradename/mark "Longbow" in all manner unrelated to the Longbow Golf Club and related property, including, but not limited to, aviation, aircraft and related goods and services. Seller recognizes Buyer's right to the tradename/mark "Longbow" in connection with the use and operation of the Longbow Golf Club and any real property located in the general vicinity thereof, including, but not limited to, use of the name "Longbow Business Park" or similar derivations of the Longbow name. Both parties recognize each other's rights in their tradenames/marks in connection with their respective goods and services, and agree to provide reasonable assistance (including letters of consent) to the other party with respect to such tradenames/marks when requested.

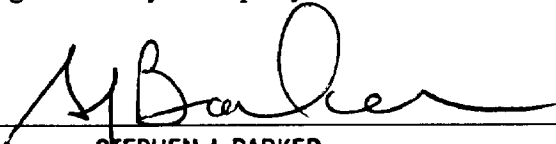
Seller hereby authorizes and requests the Director – United States Patent and Trademark Office to record this Assignment for the sole benefit of Buyer, its successors, assigns, and legal representatives.

Seller hereby agrees, upon request of Buyer, and without further remuneration, to

promptly provide Buyer with all pertinent facts and documents relating to the foregoing trademarks as reasonably may be known and accessible to Seller.

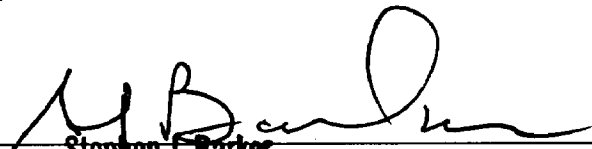
EXECUTED on this 28th day of November, 2001.

BOEING REALTY CORPORATION, a California corporation, formerly known as McDonnell Douglas Realty Company

By 
Its **STEPHEN J. BARKER**
DIRECTOR-BUSINESS OPERATIONS

Buyer

THE BOEING COMPANY, a Delaware corporation

By 
Its **Stephen J. Barker**
Authorized Signatory

Seller

[ADD CALIFORNIA NOTARIAL ACKNOWLEDGEMENTS]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

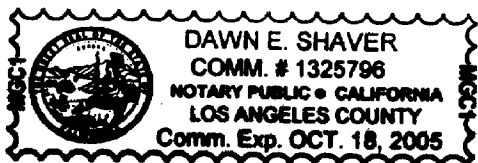
County of Los Angeles } ss.

On 11-29-01, before me, Dawn E. Shaver, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Stephen J. Barker,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Dawn E. Shaver
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

