

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boeing Management Company		12/01/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	United Launch Alliance LLC
Street Address:	12257 S. Wadsworth Blvd.
City:	Littleton
State/Country:	COLORADO
Postal Code:	80125
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78620878	UNITED LAUNCH ALLIANCE
Serial Number:	78673699	ULA
Serial Number:	78936778	UNITED LAUNCH SERVICES
Serial Number:	78706397	ULA UNITED LAUNCH ALLIANCE
Serial Number:	78706423	ULA UNITED LAUNCH ALLIANCE
Serial Number:	78706400	ULA UNITED LAUNCH ALLIANCE

CORRESPONDENCE DATA

Fax Number: (303)863-0223
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 764-3027
 Email: caschenbrenner@sheridanross.com
 Correspondent Name: Sheridan Ross P.C.
 Address Line 1: 1560 Broadway
 Address Line 2: Suite 1200
 Address Line 4: Denver, COLORADO 80202

CH \$165.00 78620878

ATTORNEY DOCKET NUMBER:	5704-4,-5,-6,-7,-8,-9
NAME OF SUBMITTER:	Brent P. Johnson
Signature:	/Brent P. Johnson/
Date:	04/26/2007
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

**QUITCLAIM TRADEMARK ASSIGNMENT
BMC-2006-1201**

This Agreement, effective as of the 1st day of December, 2006, is entered into by and between BOEING MANAGEMENT COMPANY, a Delaware corporation having an office in Seal Beach, California ("BMC") and UNITED LAUNCH ALLIANCE LLC, a company organized under the laws of Delaware and having an office in Denver, Colorado ("Assignee").

BMC filed applications for the trademarks identified on the attached Schedule A and has registered the corresponding domain names also identified on Schedule A (collectively, the "Marks").

Pursuant to the Joint Venture Master Agreement by and between The Boeing Company and Lockheed Martin Corporation, dated as of May 2, 2005, to which this Agreement is an Annex, Assignee is a successor to the business to which the Marks pertain, which is an ongoing and existing business.

BMC makes no representations or warranties with respect to the Marks, but Assignee has indicated its desire to obtain all of BMC's rights, to the extent any such rights exist, in and to the Marks.

Accordingly and in consideration of the premises and the mutual promises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignee understands and agrees that BMC makes no representations or warranties with respect to the Marks. Accordingly BMC does hereby assign and transfer to Assignee, its successors and its assigns, and Assignee does hereby accept, all of BMC's right, title, and interest, if any, in and to the Marks, together with the goodwill associated therewith as identified on Schedule A.

2. DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

a. FOR THE PURPOSES OF THIS ARTICLE 2, BMC SHALL MEAN BOEING MANAGEMENT COMPANY, ITS PARENT COMPANY, THE BOEING COMPANY, AND ALL OF THE BOEING COMPANY'S SUBSIDIARIES AND AFFILIATES, TOGETHER WITH EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS.

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b. THE MARKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BMC HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE MARKS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY EXPRESS OR IMPLIED WARRANTY OF NONINFRINGEMENT, INCLUDING, BUT NOT LIMITED, TO THOSE IN THE NATURE OF PATENT, TRADEMARK, COPYRIGHT, OR MISAPPROPRIATION. ANY WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY BMC, ITS EMPLOYEES, AGENTS AND/OR REPRESENTATIVES SHALL NOT IN ANY WAY BE CONSTRUED AS GRANTING OR CREATING A WARRANTY.

c. BMC SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY ASSIGNEE, ANY OTHER USER OF THE MARKS, OR ANY THIRD PARTY. UNDER NO CIRCUMSTANCES SHALL BMC BE LIABLE TO ASSIGNEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE MARKS OR OTHER DEALINGS IN CONNECTION WITH THE MARKS, EVEN IF BMC WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY THIRD-PARTY CLAIMS.

d. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY ARISING OUT OF OR IN RELATION TO THE MARKS, WHETHER FOR BREACH OF CONTRACT, TORT, OR NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

e.. ASSIGNEE AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND BMC FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, CLAIM OF LOSS, LAWSUIT, CAUSE OF ACTION, OR OTHER CLAIM ASSERTED AGAINST IT ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, USE OR NON-USE OF THE MARKS BY ASSIGNEE, ANY OTHER USER OF THE MARKS, OR ANY THIRD PARTY.

3. Entire Agreement

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The parties acknowledge that this Agreement and the attached Schedule contain the entire understanding of the parties with respect to the subject matter hereof, and that there are no other agreements or understandings, written or oral, between the parties with respect to its subject matter; nor have there been any representations, express or implied, as to the subject matter herein.

4. No Amendments

This Agreement may be amended or modified only by written instrument duly executed by the party against whom it is asserted.

5. Miscellaneous Provisions

a. Each party specifically understands that the other party has not agreed or promised to do or commit any act or thing not contained in this Agreement.


b. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective affiliates, divisions, agents, parents or entities over whom they exercise control or by whom they are controlled, and their respective successors, assigns, and the respective legal representatives of each of them.

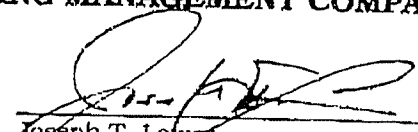
c. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of Delaware without regard to choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, each of which shall be considered to be an original.

UNITED LAUNCH ALLIANCE LLC

BOEING MANAGEMENT COMPANY

By: 
Michael C. Gass
President and CEO

By: 
Joseph T. Lower
Vice President
Corporate and Business Development

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Schedule AThe Marks

Country	TrademarkName	AppNumber	FileDate	RegNumber	RegDate	Class	Goods	TrademarkStatus	Agent	CaseNumber	Client
US	UNITED LAUNCH ALLIANCE	78/630,878	5/2/2005			39 40 42	39-Launch and placement in prescribed orbit of satellites of others 40-Custom manufacture for others of satellite launch vehicles 42-Engineering and design services for others in the field of satellite launch vehicles	Pending	PC	TM-00508-05	IDS
BX	UNITED LAUNCH ALLIANCE	1093477	11/30/2005	781628	12/5/2005	39	Engineering and design services, manufacturing, production, testing for launch, launch services and placement of satellites for others.	Registered	GEVE	TM-00954-05	IDS
US	UNITED LAUNCH SERVICES	78/936,778	7/25/2006			039	IC 039 Launch and placement in prescribed orbit of satellites of others	Pending		TM-01031-06	IDS
US	ULA	78/673,699	7/19/2005			39 40 42	39-Launch and placement in prescribed orbit of satellites of others 40-Custom manufacture for others of satellite launch vehicles 42-Engineering and design services for others in the field of satellite launch vehicles	Pending	PC	TM-00746-05	IDS
US	ULA LOGO in black & white	78/706,397	9/2/2005			39 40	39-Launch and placement in prescribed	Pending	PC	TM-00774-05	IDS

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								orbit of satellites of others 40-Custom manufacture for others of satellite launch vehicles 42-Engineering and design services for others in the field of satellite launch vehicles											
42								39-Launch and placement in prescribed orbit of satellites of others 40-Custom manufacture for others of satellite launch vehicles 42-Engineering and design services for others in the field of satellite launch vehicles	39 40 42	9/2/2005	78/706,400	ULA LOGO REVERSE IMAGE in Black & White	US			Pending	PC	TM-00775-05	IDS
								39-Launch and placement in prescribed orbit of satellites of others 40-Custom manufacture for others of satellite launch vehicles 42-Engineering and design services for others in the field of satellite launch vehicles	39 40 42	9/2/2005	78/706,423	ULA LOGO in Color	US			Pending	PC	TM-00776-05	IDS
								39: Engineering and design services, manufacturing, production, testing, preparation for launch, launch services and placement of satellites for others.	39	7/28/2005	78/681,056	ULA	US			Abandoned	PC	TM-00976-06	IDS

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Domain Names

Domain Name	Email	Status	Mark	Asset	Reference	Expires	Notes	Auto-Renewal	Lock Status
unitedlaunchalliance.net		Registered (locked)				5/2/2007		auto renewal	Locked
unitedlaunchalliance.org		Registered (locked)				5/2/2007		auto renewal	Locked
unitedlaunchalliance.aero		Registered (locked)				5/24/2007		auto renewal	Locked
unitedlaunchalliance.info		Registered (locked)				5/2/2007		auto renewal	Locked
united-launch-alliance.com		Registered (locked)				5/2/2007		auto renewal	Locked
unitedlaunchalliance.biz		Registered (locked)				5/5/2007		auto renewal	locked

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