

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495567

| | | | |
|---|---|----------------------------|-------------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Assignee's name to United Launch Alliance, L.L.C. previously recorded on Reel 003529 Frame 0842. Assignor(s) hereby confirms the assignment. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Boeing Management Company | | 12/01/2006 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | United Launch Alliance, L.L.C. | | |
| 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: | 78706397 | ULA UNITED LAUNCH ALLIANCE | |
| Serial Number: | 78706400 | ULA UNITED LAUNCH ALLIANCE | |
| Serial Number: | 78706423 | ULA UNITED LAUNCH ALLIANCE | |
| Serial Number: | 78936778 | UNITED LAUNCH SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3038630223 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3038639700 | | |
| Email: | sschneider@sheridanross.com | | |
| Correspondent Name: | Sheridan Ross P.C. | | |
| Address Line 1: | 1560 Broadway, Suite 1200 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 5704-34 | | |
| NAME OF SUBMITTER: | Sarah J. Schneider | | |

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|---|----------------------|
| SIGNATURE: | /Sarah J. Schneider/ |
| DATE SIGNED: | 10/26/2018 |
| Total Attachments: 8 source=2018 Corrected Assignment for recordation#page1.tif source=2018 Corrected Assignment for recordation#page2.tif source=2018 Corrected Assignment for recordation#page3.tif source=2018 Corrected Assignment for recordation#page4.tif source=2018 Corrected Assignment for recordation#page5.tif source=2018 Corrected Assignment for recordation#page6.tif source=2018 Corrected Assignment for recordation#page7.tif source=2018 Corrected Assignment for recordation#page8.tif | |

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------------------|-------------------------|
| 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 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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 | | |

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|--|-----------------------|
| 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, L.L.C., 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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**TRADEMARK
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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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TRADEMARK
REEL: 006468 FRAME: 0336

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.

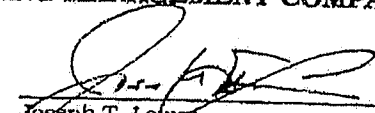
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, each of which shall be considered to be an original.

UNITED LAUNCH ALLIANCE, L.L.C. 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

| <u>Country</u> | <u>TrademarkName</u> | <u>AppNumber</u> | <u>FilDate</u> | <u>RegNumber</u> | <u>RegDate</u> | <u>Class</u> | <u>Goods</u> | <u>TrademarkStatus</u> | <u>Agent</u> | <u>CaseNumber</u> | <u>Client</u> |
|----------------|------------------------------|------------------|----------------|------------------|----------------|----------------|--|------------------------|--------------|-------------------|---------------|
| US | UNITED LAUNCH ALLIANCE | 78/620,878 | 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 | | | | | | | | | 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 | | | | | | | | | 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 | | | | | | | | | 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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