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(Rev. 6-93) 7 5.26 98 (Rev. 6-93) 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Patent and Trademark Office
Stease recording attached original at I VOI 20010	
1. conveying party(ies): Shih-Yung Shiao	2. Name and address of receiving party(ies)
Additional name(s) of conveying party(ies) attached?  Yes No 3. Nature of conveyance:	Name: <u>THE BABCOCK &amp; WILCOX COMPANY</u> Internal Address:
	Street Address: <u>1450 Poydras Street</u>
🛛 Assignment 🗌 Merger	City: <u>New Orleans</u> State: <u>LA</u> ZIP: <u>70112</u>
Security Agreement Change of Name	Additional name(s) & address(es) attached?
Other	
Execution Date <u>August 7, 1997</u>	
4. Application number(s) or patent number(s):	
A. Patent Application No.(s) Serial No. 08/909,499 Case No. 5914	B. Patent No.(s)
Additional numbers attached? 🗆 Yes 🛛 No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: <u>1</u>
Daniel S. Kalka	7. Total fee (37CFR 3.41) <u>\$ 40.00</u>
McDermott Incorporated Patent Department	□ Enclosed
20 S. Van Buren Avenue Barberton, Ohio 44203	Authorized to be charged to deposit account
)	8. Deposit account number: 13-0202
04/1996 7980077 0000077 130202 00909499 9 3011 30000249 348: 130202 00909499 FC:581 40.00 CH	(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.	
Daniel S. Kalka, , Reg. No. 32,654	Daniel S. Kalka 5/22/98
Name of Person Signing	Signature Date
Total number of pages including cover sheet, attachments, and document: <u>3</u> Mail documents to be recorded with required cover sheet information to:	
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments	
Washington, D.C. 20231 REEL: 9209 FRAME: 0310	

ASSIGNMENT

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CASE 5914

THIS ASSIGNMENT made the <u>7</u>th day of <u>August</u>, 1997, by

Shih-Yung Shiao, a citizen of \_\_\_\_U.S.\_\_\_, residing

at 3087 Cambridge Drive, Stow, Ohio 44224.

WITNESSETH: That

WHEREAS, I am the sole inventor of a certain new and useful improvement in RETARDATION OF DISPERSION OF ORIMULSION

for which I have prepared and executed an application for Letters Patent of the United States Patent Office under the date of August 671, 1997; and

WHEREAS, THE BABCOCK & WILCOX COMPANY, a corporation organized under the laws of the state of Delaware, and having its principal office at New Orleans, Louisiana, is desirous of acquiring the entire right, title, and interest in and to said invention, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) to me paid, and other good and valuable considerations, the receipt of which is hereby acknowledged I, <u>Shih-Yung Shiao</u>, have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said THE BABCOCK & WILCOX COMPANY, its successors and assigns, the entire right, title, and interest in and to the above-mentioned invention and application and in and to any and all Letters Patent of the United States which may hereinafter be granted therefor, and in and to any and all extensions, divisions, or reissues of said Letters Patent, the same to be held and enjoyed by said THE BABCOCK & WILCOX COMPANY, for its own use and behoof, and the use and behoof of its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made;

AND, for the consideration aforesaid, I hereby covenant and agree with said THE BABCOCK & WILCOX COMPANY, its successors and assigns, that at the time of the execution and delivery of these presents, I am the sole and lawful owners of the entire right, title, and interest in and to the invention, application and Letters patent above mentioned, and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth;

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## ASSIGNMENT

## CASE 5914

AND, for the consideration aforesaid, I hereby covenant and agree with said THE BABCOCK & WILCOX COMPANY, its successors and assigns, that we will, whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable or that a reissue or extension of said Letters Patent is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of same, without charge to said THE BABCOCK & WILCOX COMPANY, or its successors or assigns, but at its or their expense.

I hereby request the Honorable Commissioner of Patents and Trademarks of the United States to issue the Letters Patent in accordance with this instrument.

AND, for the consideration aforesaid, I have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said THE BABCOCK & WILCOX COMPANY, its successors, assigns, or nominees, the entire right, title, and interest in and to any and all Letters Patent or other form of protection which may be granted in countries foreign to the United States, and in and to any and all applications for Letters Patent or other form of protection which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and I hereby authorize and empower said THE BABCOCK & WILCOX COMPANY, its successors, assigns or nominees, to apply for Letters Patent, or other form of protection, on said invention, in its own name or in the name of its successors, assigns or nominees, in any and all countries where it may desire to file such applications and where such applications may be filed by another other than the inventors; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent, or other form of protection, for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in said THE BABCOCK & WILCOX COMPANY, its successors, assigns or nominees, without charge to said THE BABCOCK & WILCOX COMPANY, or its successors, assigns or nominees, but at its or their expense.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written.

Shih-Yung Shiao

WITNESSES OHIO STATE OF ss.

COUNTY OF <u>GUMMIT</u>

On this, the 7th day of hubust, 1997, before me personally appear <u>Shih-Yung Shiao</u> to me known and known to me to be the person described in and who executed the foregoing instrument; and that he acknowledged to me that he executed the same for the purpose therein stated.

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NOTARY PUBLIC

SCOTT P. KLINE, Notary Public STATE OF OHIO Resident Summit County My Commission Expires Oct. 8, 2001

SEAL

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## PATENT REEL: 9209 FRAME: 0313

RECORDED: 05/26/1998