FORM PTO-1595

## 06-09-1998



**EET** 

U.S DEPARTMENT OF COMMERCE

(Rev. 6-93) OMB NO.0651-0011 (exp. 4/94)  MAY 2 6 1998	Patent and Trademark Office
To the Honorable Commissioner of Patents a. 100731900 Please record the attached ariginal Mocuments or copy thereof.	
<ol> <li>Name of conveying party(ies):         Laroul J. Talley, Theodore F. Yurek,         Douglas D. Ziegler and Ross G. Robinson</li> <li>Additional name(s) of conveying         party(ies) attached? □ Yes ☒ No</li> </ol>	2. Name and address of receiving party(ies)  Name: THE BABCOCK & WILCOX COMPANY  Internal Address:  Street Address: 1450 Poydras Street
3. Nature of conveyance:	City: New Orleans State: LA ZIP: 70112
□ Assignment □ Merger     □ Security Agreement □ Change of Name     □ Other	Additional name(s) & address(es) attached?
Execution Date <u>December 17, 1997;</u> December 5, 1997; November 17, 1997; and January 5,1998	
4. Application number(s) or patent number(s):	
If this document is being filed together with a new application, the execution date of the application is:	
A. Patent Application No.(s) Serial No. 09/012,507 Case No. 5948	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>\$160.00</u>
McDermott Incorporated, Patent Dept 20 S. Van Buren Avenue	☐ Enclosed
Barberton, Ohio 44203	Authorized to be charged to deposit account
	8. Deposit account number: 13-0202 (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  Name of Person Signing  Signature  Total number of pages including cover sheet, attachments, and document:3	
Well demonstrate to be recorded with remined government in the second to	
Commissioner of Patents & Trademarks, Box Assignments  Washington, D.C. 20231  PATENT	

**CASE 5948** 

## JOINT ASSIGNMENT

THIS ASSIGNMENT made the 17 day of <u>December</u>, 1997, by Laroul J. Talley, Theodore F. Yurek, <u>Douglas D. Ziegler</u>, and Ross G. Robinson

WITNESSETH: That

WHEREAS, we are the joint inventors of a certain new and useful improvement in INTRADOS INDUCTION HEATING FOR TIGHT RADIUS ROTARY DRAW BEND

for which we have prepared and executed an application for Letters Patent of the United States Patent Office under the date of ; 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 us paid, and other good and valuable considerations, the receipt of which is hereby acknowledged we, Laroul J. Talley, Theodore F. Yurek, Douglas D. Ziegler, and Ross G. Robinson, have sold, assigned, transferred and set over, and by their 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, we 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, we are the joint 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;

**CASE 5948** 

AND, for the consideration aforesaid, we 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.

We 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, we 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 we 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 we 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.

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

Theodore F. Yurek

Douglas D. Ziegler

Ross G. Robinson

WITNESSES:

STATE OF Taxas

SS.

COUNTY OF Laner

On this, the 17th day of December, 1997, before me personally appear

Laroul J. Talley, Theodore F. Yurek, Douglas D. Ziegler, and Ross G. Robinson

to me known and known to me to be the persons described in and who executed the foregoing instrument; and that they acknowledged to me that they executed the same for the purpose therein stated.

NOTARY PUBLIC

KIM M. BROWN NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 3-28-2000

THIS ASSIGNMENT made the day of limit, 191, by Laroul J. Talley, Theodore F. Yurek, Douglas D. Eiegler, and Ross G. Robinson

WITNESSETH: That

WHEREAS, we are the joint inventors of a certain new and useful improvement in INTRADOS INDUCTION HEATING FOR TIGHT RADIUS ROTARY DRAW BEND

for which we have prepared and executed an application for Letters Patent of the Chrited States Patent Office under the date of CLNUL 5, 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 us paid, and other good and valuable considerations, the receipt of which is hereby acknowledged we, <a href="Laroul\_J.Talley">Laroul\_J.Talley</a>. Theodore F. Yurek, Douglas D. Ziegler.and Ross G. Robinson, have sold, assigned, transferred and set over, and by their 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, we 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, we are the joint 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;

AND, for the consideration aforesaid, we 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.

We 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, we 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 we 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 we 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.

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

Laroul J. Talley,

Micology - June |
Theodore F. Yurek |

Douglas D. Ziegler

Ross G. Robinson

WITNESSES:

An Mode

STATE OF Chic

COUNTY OF Stark

The state of amontos

ss.

(Clibber, 1911, before me personally appear

Laroul J. Talley, Theodore F. Yurek, Douglas D. Ziegler, and Ross G. Robinson

to me known and known to me to be the persons described in and who executed the foregoing instrument; and that they acknowledged to me that they executed the same for the purpose therein stated/

16

NOTARY PUBLIC

SEAL

AMY M. SAUS, Notary Public STATE OF OHIO 2000 My Commission Expires Dec 18200 Recorded in Stark County

CASE 5948

THIS ASSIGNMENT made the / day of November, 1997, by Laroul J. Talley, Theodore F. Yurek, Douglas D. Ziegler, and Ross G. Robinson

WITNESSETH: That

WHEREAS, we are the joint inventor of a certain new and useful improvement in INTRADOS INDUCTION HEATING FOR TIGHT RADIUS ROTARY DRAW BEND

has been for which we have prepared and executed an application for Letters Patent of the United States Patent Office under the date of 174h November 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 us paid, and other good and valuable considerations, the receipt of which is hereby acknowledged wer barred by Theodore F. Yurek, Douglas D. Ziegler, and Poss G. Pobinson, have sold, assigned, transferred and set over, and by their 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, we 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, we are the joint 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;

AND, for the consideration aforesaid, we 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.

 $\mathcal{T}$  We 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, we 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 we 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 we 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.

JOINT ASSIGNMENT CASE 5948

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

Theodore F. Yursk

Wanglas W Blight

Douglas D. Ziegler

WITNESSES:

STATE OF <u>OH(()</u> ) ss.

COUNTY OF SOMM(T)

On this, the 17/4 day of 19/7, before me personally appear

Laron J. Tabley, Theodore F. Yurek, Douglas D. Ziegler, and Ross C. Rebinson

to me known and known to me to be the persons described in and who executed the foregoing instrument; and that they acknowledged to me that they executed the same for the purpose therein stated.

0 1

NOTARY PUBLIC

SEAL

BONALD E. HOWDYSHELL - Attorney-At-Law Notary Public - State of Onio My commission has no expiration date Sec. 147.03 ft.C.

3 OF 3

PATENT REEL: 9213 FRAME: 0245 THIS ASSIGNMENT made the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 19 98, by Laroul J. Talley. Theodore F. Yurek. Douglas III Ziegler, and Ross G. Robinson

WITNESSETH: That

WHEREAS, we are the joint inventors of a certain new and useful improvement in INTRADOS INDUCTION HEATING FOR TIGHT RADIUS ROTARY DRAW BEND

for which we have prepared and executed an application for Letters Patent of the United States Patent Office under the date of

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 us paid, and other good and valuable considerations, the receipt of which is hereby acknowledged we, <u>Laroul J. Talley</u>, <u>Theodore F. Yurek</u>, <u>Douglas D. Ziegler, and Ross G. Robinson</u>, have sold, assigned, transferred and set over, and by their 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</u>, 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, we 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, we are the joint 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;

AND, for the consideration aforesaid, we 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.

We 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, we 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 we 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 we 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.

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

Laroul J. Talley,

Theodore F. Yurek

Douglas D. Ziegler

WITNESSES:

PROVINCE OF COUNTRY OF

(avada)

On this, the 5 day of January, 1998, before me personally appear

Laroul J. Talley, Theodore F. Yurek, Douglas D. Ziegler, and Ross G. Robinson

to me known and known to me to be the persons described in and who executed the foregoing instrument; and that they acknowledged to me that they executed the same for the purpose therein stated.

10

Club bout hutter.

SEAL