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FORM PTO-1595
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QMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 2816-068

100765098

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Michael Paul Levesque June 12, 1998
John Paul Sheppard, II June 12, 1998
Matthew Wayne Ales June 16, 1998

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

2. Name and address of receiving party(ies):
Name: Framatome Technologies, Inc.
Internal Address: Post Office Box 10935

Street Address:

City: Lynchburg State: VA Zip: 24506

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: See Dates Above by Conveying Parties

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
09/079,578

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: RHODES COATS & BENNETT, L.L.P.
Internal Address: Post Office Box 2974
Greensboro, NC 27402

Street Address: 1600 First Union Tower
300 N. Greene Street
City: Greensboro State: NC Zip: 27401

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6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
18-1164

(Attach duplicate of this page if paying by deposit account)

01 FC:561 40.00 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.

Donna Cottelli June 30, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

This Assignment made by us, Michael Paul Levesque, a citizen of the United States of America, residing at 107 Edge Wood Drive, City of Lynchburg, State of Virginia, and John Paul Sheppard, II, a citizen of the United States of America, residing at 105 Townson Court, City of Lynchburg, State of Virginia, and Matthew Wayne Ales, a citizen of the United States of America, residing at 214 Rodeo Drive, City of Amherst, State of Virginia, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **PIPE INSPECTION PROBE** for which we have made an application for Letters Patent of the United States, application serial number 09/079.578, filed May 15, 1998; and

WHEREAS, Framatome Technologies, Inc., a corporation duly organized and existing under the laws of the State of Virginia and having a principal place of business in Lynchburg, State of Virginia, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee,

for its interest, and for its own use and behalf, and the use and behalf 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 us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, 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 we 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 to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, 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 of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Assistant Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

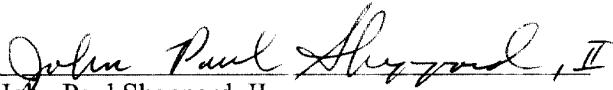
For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said

invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, 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 successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; 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 procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

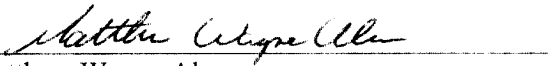
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date(s) indicated below.


Michael Paul Levesque

DATE: 6-17-98


John Paul Sheppard, II

DATE: 6-12-98


Matthew Wayne Ales

DATE: 6/16/98