

12-16-1998



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New

☐ Resubmission (Non-Recordation)  
Document ID#

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
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**Conveyance Type**

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

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☐ Departmental File ☐ Secret File

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Name (line 1)  Execution Date  
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Address (line 3)  Little Rock  AR  72201  
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12/15/1998 DMSUYEN 00000149 5605361

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Mail documents to be recorded with required cover sheet(s) information to:  
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**PATENT**

REEL: 9633 FRAME: 0810

## Correspondent Name and Address

Area Code and Telephone Number

(212) 790-9245

Name Frank J. DeRosa

Address (line 1) Cowan, Liebowitz &amp; Latman, P.C.

Address (line 2) 1133 Avenue of the Americas

Address (line 3) New York, New York 10036-6799

Address (line 4)

## Pages

Enter the total number of pages of the attached conveyance document  
including any attachments.

# 4

## Application Number(s) or Patent Number(s)

☐

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

## Patent Number(s)

5,605,361

08/558,328

If this document is being filed together with a new Patent Application, enter the date the patent application was  
signed by the first named executing inventor.

Month Day Year

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved.

# 2

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

80.00

Method of Payment:

Deposit Account

Enclosed ☒Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 03-3415

Authorization to charge additional fees:

Yes

☒

No

☐

## 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. Charges to deposit account are authorized, as  
indicated herein.*

Frank J. DeRosa

Name of Person Signing

Signature

Date

12-7-98

## ASSIGNMENT

WHEREAS, Entergy Operations, Inc. (hereinafter together with its successors and assigns referred to as "Assignor"), a Delaware corporation, having a place of business at 1340 Echelon Parkway, Jackson, MS 39213, is the owner of record by assignments recorded in the U.S. Patent and Trademark Office of all right, title and interest in and to United States Patent No. 5,605,361 issued February 25, 1997 (hereinafter referred to as "said Patent") and United States Patent Application Serial No. 08/558,328 filed on November 15, 1995 (hereafter referred to as "said Application"), and all right, title and interest in and to the inventions disclosed in said Patent and said Application (hereinafter referred to as "said inventions");

WHEREAS Entergy Arkansas, Inc. (hereinafter together with its successors and assigns referred to as "Assignee"), an Arkansas corporation, with offices located at 425 West Capitol Avenue, Little Rock, AR 72201, is desirous of obtaining or confirming ownership of all right, title and interest in and to said inventions, said Patent and said Application, and all rights to damages arising out of past infringement of said Patent;

WHEREAS, Assignor and Assignee are parties to a certain Operating Agreement entered into as of June 6, 1990 (the "Operating Agreement"), pursuant to which Assignor has assumed operating responsibility for Assignee's Arkansas Nuclear One nuclear power plant ("ANO");

WHEREAS, in connection with the services performed by Assignor under the Operating Agreement, Assignor developed said inventions, consisting of various designs for mechanical repair/replacement of nozzles used in pressure vessels and piping, for potential future use at ANO;

WHEREAS, said inventions were developed by Assignor at the request of Assignee and at Assignee's expense, within the scope of Assignor's duties under the Operating Agreement, and the application for said Patent and said Application were filed and prosecuted at the request and expense of Assignee;

WHEREAS, the Operating Agreement contemplates that Assignor shall act as "agent" for Assignee with respect to all matters pertaining to the operation of ANO, the acquisition of equipment or other property for use at ANO, and the making of capital improvements thereto; and

WHEREAS, said inventions were developed by Assignor in its capacity as agent for Assignee pursuant to the terms of the Operating Agreement, and, accordingly, ownership thereto properly vests or should vest with Assignee.

NOW, THEREFORE, for the considerations set forth above, and for other good and valuable considerations, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has sold, assigned and transferred, and by these presents sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to said inventions, said Patent and said Application, including the right to apply for any patent in the United States of America and in any and all foreign countries, on said inventions (including all divisional, renewal, substitute, continuation, continuation-in-part and Convention applications based in whole or in part upon said inventions, or any patent application or patent transferred by this Assignment, or any patent which may issue thereon, in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of thereof to the full term or terms thereof), and every priority right that is or may be predicated upon or arise therefrom, together with all claims for damages arising out of past infringement of said Patent and of any patent or patent application transferred by this Assignment, and the right to sue and recover the same, all to be held and enjoyed by Assignee the same as they would have been held by Assignor had this assignment and sale not been made. Assignor hereby authorizes Assignee to file patent applications in any and all countries on any or all of said inventions in Assignor's name, or in its name, or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments to issue or transfer all

patents issued on any invention transferred by this Assignment to Assignee as assignee of all of Assignor's right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Assignment.

Assignor hereby represents and warrants that, to the best of its knowledge, there are no rights and interests outstanding inconsistent with the rights and interests granted herein, and that Assignor has not granted and will not grant or transfer any rights or interests inconsistent with the rights and interests granted herein. Assignor agrees to execute and deliver to Assignee, at Assignee's expense and for reasonable compensation if appropriate under the circumstances at the time, any further documents or instruments and do any and all further acts that may be deemed necessary by the Assignee to file applications for said inventions in any country where the Assignee may elect to so file, and that may be necessary to vest in the Assignee the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and foreign countries where any application based on an invention transferred by this Assignment may be filed.

And Assignor further covenants and agrees, in consideration of the premises, that Assignor will at any time upon request and at the expense of the Assignee and for reasonable compensation if appropriate under the circumstances at the time, communicate to the Assignee any facts relating to said inventions, and the history thereof, known to Assignor, and that Assignor will testify as to the same in any interference or other litigation.

Assignor assigns to Assignee the covenant of the inventor William Sims to communicate any facts relating to said inventions, and the history thereof, known to him or his heirs, executors, administrators and legal representatives, and to testify as to the same in any interference or other litigation, and Assignor further assigns Assignor's right to make such request, provided Assignee assumes all costs in connection with any such request.

IN TESTIMONY WHEREOF, Assignor has executed this document on the date

indicated below.

Entergy Operations, Inc.

Date: 12-1-98

By: John R. McGaha, Jr.

John R. McGaha, Jr.  
(Printed Name)

COO & Executive VP  
(Title)

State of Mississippi)  
) SS:  
County of Hinds)

On this 1st day of December, 1998, before me came John R. McGaha, Jr. to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Renee Middleton  
Notary Public

Notary Public State of Mississippi At Large  
My Commission Expires: November 2, 2001  
Bonded Thru Hekker, Smith & Giddens, Inc.