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RECORD# 100977044  
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Submission Type

New

Resubmission (Non-Recordation)  
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Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  8643 Frame #  005

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)  Westinghouse Savannah River Company

Execution Date  
Month Day Year  
 02 17 99

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)  The United States of America as represented by the

Name (line 2)  United States Department of Energy

Address (line 1)

Address (line 2)

Address (line 3)  Washington  DC  20585

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

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Mail documents to be recorded with required cover sheet(s) information to  
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PATENT  
REEL: 9786 FRAME: 0320

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

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

**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)     |                      |                      |
|------------------------------|---|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/>         | <input type="text" value="08/891,588"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>         | <input type="text"/>                    | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
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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  PCT  PCT

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

**Number of Properties** Enter the total number of properties involved. #

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

Method of Payment: Enclosed  Deposit Account

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

Deposit Account Number: #

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.

J. Bennett Mullinax

Name of Person Signing Signature Date

U.S. DEPARTMENT OF ENERGY  
PATENT ASSIGNMENT FORM

WHEREAS, Westinghouse - Savannah River Company, a corporation of the State of South Carolina located in Aiken, South Carolina, has been assigned new and useful improvements in "APPARATUS AND METHOD FOR PREVENTION OF CRACKING IN WELDED BRITTLE ALLOYS", filed July 11, 1997 and bearing U.S. Serial No. 08/891,588; and

WHEREAS, the prior assignment to Westinghouse Savannah River Company recorded on July 11, 1997 at Reel/Frame: 8643/005 was assigned in error to Westinghouse Savannah River Company and recorded with the Assignment Branch prior to the discovery of the error;

WHEREAS, the true owner of the above-referenced application has been and continues to be the Government of the United States as represented by the United States Department of Energy;

WHEREAS, Westinghouse Savannah River Company and United States Government on behalf of the United States Department of Energy wish to correct title to the above application; and

WHEREAS, the Government of the United States desires to acquire the entire right, title and interest in and to the said invention and in and to any Letters Patent wherever they may be issued thereon;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar to us in hand paid by the Government of the United States, and for other good and valuable consideration, the receipt of which is hereby acknowledged, we by these presents do sell, assign, and transfer unto the said Government of the United States, as represented by the United States Department of energy, the entire right, title and interest in and to the said invention and in and to any and all Letters Patent wherever they may be granted thereon as well as reissues and extensions of said Letters Patent, the same to be held and enjoyed by the said Government of the United States or its assigns to the full end of the term or terms for which letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held or enjoyed by me had this assignment not been made.

We agree to make, execute, and deliver unto the Government of the United States or to the United States Department of Energy, any and all papers, documents, affidavits, renewal, divisional and reissue applications, statements, or other instruments in such usual or other forms, with terms and contents as may be required by the United States Department of Energy, or its duly authorized representative, in or incident to the prosecution or conduct of any and all applications, before as well as after the issuance of any Letters Patent thereon, or in the adjustment or settlement of any interferences or other actions or proceedings that said applications may encounter or in which they may become involved, and we agree that we will aid the Government of the United States in every way in protecting the invention as may be requested by the United States Department of Energy, except that any expenses arising through extending such assistance will be paid for by proper arrangement with the Government of the United States.

Approved and consented to this 17<sup>th</sup> day of February,  
1999.

ATTEST:

WESTINGHOUSE - SAVANNAH RIVER COMPANY

Adrian B. Smith  
(SEAL)

Murray B. Baxter

By: Murray B. Baxter

Title: Intellectual Property Counsel

Accepted for the Benefit of the Government of the United States.

WITNESS:

UNITED STATES DEPARTMENT OF ENERGY

\_\_\_\_\_  
By: \_\_\_\_\_  
Assistant General Counsel for  
Technology Transfer and  
Intellectual Property