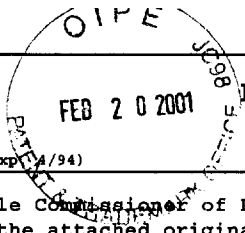


FORM PTO-1595

(Rev. 6-93)

OMB NO. 0651-0011 (exp. 4/94)



03-07-2001



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

2#

To the Honorable Commissioner of Patents and Trademarks
Please record the attached original documents or copy thereof.

2-20-01

1. Name of conveying party(ies):
George H. Harth, III

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date September 27, 2000

2. Name and address of receiving party(ies)

Name: THE BABCOCK & WILCOX COMPANY

Internal Address: _____

Street Address: 1615 Poydras Street

City: New Orleans State: LA ZIP: 70112

Additional name(s) & address(es) attached?

Yes : No

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. 09/670,897
Case No. 6128

B. Patent No.(s)

Additional numbers attached? Yes : No

5. Name and address of party to whom correspondence concerning document should be mailed:

Eric Marich
The Babcock & Wilcox Company
Patent Department
20 S. Van Buren Avenue
Barberton, Ohio 44203

6. Total number of applications and patents involved: 1

7. Total fee (37CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0202

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

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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.

Eric Marich, Reg. No. 32,265
Name of Person Signing

Eric Marich
Signature

7 February 2001
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 & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT TO THE BABCOCK & WILCOX COMPANY

CASE 6128

THIS ASSIGNMENT made the 27th day of SEPTEMBER, 20 00, by GEORGE H. HARTH, III, residing at 340 High Point Drive, Wadsworth, Ohio 44281; a citizen of the United States of America;

WITNESSETH: That

WHEREAS, I am the sole inventor of a certain new and useful improvement and invention in
TAPERED CORROSION PROTECTION OF
TUBES AT MUD DRUM LOCATION

for which I have prepared and executed an application for Letters Patent of the United States on the 27th day of SEPTEMBER, 20 00; and

WHEREAS, THE BABCOCK & WILCOX COMPANY, a Corporation organized under the laws of the state of Delaware, U.S.A., and having its principal office at New Orleans, Louisiana, U.S.A., is desirous of acquiring the entire right, title, and interest in and to said improvement and 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 in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, GEORGE H. HARTH, III, 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 improvement, invention, and application for Letters Patent therefor, and in and to any and all Letters Patent of the United States which may be 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 owner of the entire right, title, and interest in and to the above-mentioned improvement, invention, application, and Letters Patent above mentioned, and that the same

ASSIGNMENT TO THE BABCOCK & WILCOX COMPANY

CASE 6128

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, I hereby covenant and agree with said THE BABCOCK & WILCOX COMPANY, its successors and assigns, that I 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 improvement and 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 improvement and 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 improvement and 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 improvement and 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, its successors, assigns, or nominees, but at its or their expense.

ASSIGNMENT TO THE BABCOCK & WILCOX COMPANY

CASE 6128

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

George H. Harth, III
GEORGE H. HARTH, III

Eric Marich

Carolyn Mahoney

STATE OF OHIO)
COUNTY OF SUMMIT) ss.

On this, the 27th day of SEPTEMBER, 2000, before me personally appeared GEORGE H. HARTH, III, to me known and known to me to be the person described in and who executed the foregoing instrument; and who acknowledged to me that he executed the same for the purpose therein stated.

Eric Marich

SEAL

ERIC MARICH
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.