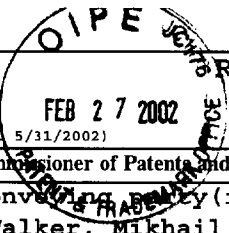


FORM PTO-1595

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OMB NO. 0651-0011 (exp. 5/31/2002)



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03-11-2002



U.S. DEPARTMENT OF COMMERCE
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\$D

To the Honorable Commissioner of Patents and Trademarks

or copy thereof.

1. Name of conveying party(ies):
David J. Walker, Mikhail Maryamchik,
Donald L. Wietzke, Mikhail Maryamchik,
Michael L. Slivey and Michael J. Szmania

102009344

Name of receiving party(ies)

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

Name: THE BABCOCK & WILCOX COMPANY

Internal Address: _____

Street Address: 1615 Poydras Street

City: New Orleans State: LA ZIP: 70112

3. Nature of conveyance: MRS 2/27/2
 Assignment Merger
 Security Agreement Change of Name
Other _____

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

Execution Date March 28, 2001 and,
November 29, 2001

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. 09/958,622
Case No. 7000

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) \$ 80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
50-1813

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

03/08/2002 DBYRNE 00000178 501813 09958622

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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

8 February 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012639 FRAME: 0611

THIS ASSIGNMENT made the 28 day of March, 2001, by DONALD L. WIETZKE, residing at 7832 Quebrada Cir., Carlsbad, California 92009; by MIKHAIL MARYAMCHIK, residing at 2807 Summit Road, Copley, Ohio 44321; by MICHAEL L. SILVEY, residing at 5104 Sherlin Avenue, N.W., Massillon, Ohio 44646; and by MICHAEL J. SZMANIA, residing at 1036 Smith Road, Medina, Ohio 44256, all citizens of the United States of America;

WITNESSETH: That

WHEREAS, we are the joint inventors of a certain new and useful improvement and invention in

CIRCULATING FLUIDIZED BED REACTOR WITH
SELECTIVE CATALYTIC REDUCTION

for which we have prepared and filed an application for Letters Patent of the United States on 2/06/01, bearing PCT International application Serial No. PCT/US01/03786; 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 us in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, DONALD L. WIETZKE, MIKHAIL MARYAMCHIK, MICHAEL L. SILVEY, and MICHAEL J. SZMANIA 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 us 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 above-mentioned improvement, 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 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 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.

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 improvement and 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 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 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 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,

THIS ASSIGNMENT made the 29th day of November, 2001, by DONALD L. WIETZKE, residing at 4611 Briarcliff Trail, Copley, Ohio 44321; by MIKHAIL MARYAMCHIK, residing at 2807 Summit Road, Copley, Ohio 44321; by MICHAEL L. SILVEY, residing at 5104 Sherlin Avenue, N.W., Massillon, Ohio 44646; and by MICHAEL J. SZMANIA, residing at 1036 Smith Road, Medina, Ohio 44256, all citizens of the United States of America;

WITNESSETH: That

WHEREAS, we are the joint inventors of a certain new and useful improvement and invention in

CIRCULATING FLUIDIZED BED REACTOR WITH
SELECTIVE CATALYTIC REDUCTION

for which we have prepared and filed an application for Letters Patent of the United States on February 6, 2001, bearing PCT International application Serial No. PCT/US01/03786; 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 us in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, DONALD L. WIETZKE, MIKHAIL MARYAMCHIK, MICHAEL L. SILVEY, and MICHAEL J. SZMANIA 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 us 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 above-mentioned improvement, 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 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 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.

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 improvement and 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 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 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 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.

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

DONALD L. WIETZKE

Mikhail Maryamchik

MIKHAIL MARYAMCHIK

Michael L. Silvey

MICHAEL L. SILVEY

Michael J. Szmania

MICHAEL J. SZMANIA

WITNESSES:

Linda Blythe

Curtis L. Kustner

STATE OF Ohio)
COUNTY OF Summit) ss.

On this, the 29th day of November, 2001, before me personally appeared DONALD L. WIETZKE, MIKHAIL MARYAMCHIK, MICHAEL L. SILVEY, and MICHAEL J. SZMANIA to me known and known to me to be the persons described in and who executed the foregoing instrument; and they acknowledged to me that they executed the same for the purpose therein stated.

SEAL

Linda Blythe

LINDA BLYTHE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires May 6, 2004