



08-10-2004

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Conveyance Type

- Assignment
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- U.S. Government**
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Mark if additional names of conveying parties attached

Name (line 1) WESTINGHOUSE ELECTRIC, U.S. FUEL COMMERCIAL OPERATIONS

Execution Date
Month Day Year
4/22/2004

Name (line 2) _____

Second Party

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Name (line 1) U. S. Department of Energy

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.)

Name (line 2) _____

Address (line 1) 1000 Independence Avenue, S.W.

Address (line 2) _____

Address (line 3) Washington

D.C.

20585-0162

City

State/Country

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PATENT
REEL: 015642 FRAME: 0873

Correspondent Name and Address

Area Code and Telephone Number

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Name Brenda K. Banks

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Address (line 4)

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

5

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)

Three empty boxes for Patent Application Number(s).

Three boxes for Patent Number(s). The first box contains "6,738,447" and is crossed out with a diagonal line.

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

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

Two rows of three PCT application number boxes.

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 0.00

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.

Brenda K. Banks

Brenda K. Banks

8/4/04

Name of Person Signing

Signature

Date

10/444,469
pat 6, 738,417**CONFIRMATORY LICENSE**

April 2, 2004

Title : High Energy Absorption Top Nozzle For A Nuclear Fuel Assembly
 Inventor(s) : James A. Sparrow, Yuriy Aleshin and Aleksey Slyeptsov
 Serial No. : 10/444,469 Filing Date (U.S.): May 22, 2003

This document is confirmatory of the paid-up license required to be granted to the United States Government (hereafter referred to as "Government"), as represented by the Department of Energy, pursuant to a *Memorandum of Understanding Regarding a Westinghouse, PNNL Subcontract for the Supply of VVER-1000 Fuel to the Ukraine*, between Westinghouse Electric Company, LLC (hereafter referred to as "Westinghouse") and the Government; executed contemporaneously herewith. The license granted herein is to manufacture (but not have manufactured for a commercial, non-governmental purpose), offer for sale, use and sell the invention described in Westinghouse Disclosure ARF 2002-012, patent application Serial No. 10/444,469, filed May 22, 2003 and any resulting U.S. patent as well as any continuation, divisional, reissue, supplemental or continuation-in-part thereof (collectively hereafter referred to as the "Invention"). Said license and other rights granted herein consist of the following:

(1) Government License and Inspection Rights

With respect to the Invention in which title resides in Westinghouse, the Government has a nonexclusive, nontransferable, irrevocable, paid-up license to manufacture (but not have manufactured for a commercial, non-governmental purpose), offer for sale, use and sell for or on behalf of the Government the Invention ;

The Government is hereby granted the irrevocable power to inspect and make copies of the above-identified patent application.

(2) Conveyance Terms and Conditions - Domestic

(a) Subject to the minimum rights reserved to Westinghouse in paragraph (6) herein, Westinghouse agrees to convey to the Government, upon request, the entire domestic right, title, and interest in the above-identified invention if Westinghouse:

(i) decides not to continue prosecution of the patent application filed on the above-identified invention; or

(ii) decides to otherwise abandon the above-identified invention.

(b) Conveyances requested pursuant to the above subparagraphs (2)(a)(i-ii) shall be made by delivering to the DOE Patent Counsel duly executed instruments and such other papers as are deemed necessary to vest in the Government the entire right, title, and interest in the invention to

enable the Government to apply for and prosecute patent applications covering the invention in this country, or otherwise establish its ownership of the invention.

(3) Conveyance Terms and Conditions - Foreign

(a) Subject to the minimum rights reserved to Westinghouse in paragraph (6) herein, Westinghouse agrees to convey to the Government, upon request, the entire right, title, and interest in the above-identified invention in any foreign country if Westinghouse:

(i) does not elect to file an application in the foreign country within the convention period; or

(ii) fails to have a patent application filed in the foreign country within two months of the convention date, or decides not to continue prosecution or not to pay any maintenance fees covering such invention. To avoid forfeiture of the patent application or patent, Westinghouse shall, not less than sixty (60) days before the expiration period for any action required by the foreign Patent Office, notify the DOE Patent Counsel of such failure or decision, and deliver to the DOE Patent Counsel the executed instruments necessary for the conveyance specified in this paragraph.

(b) Conveyances requested pursuant to the above subparagraphs (3)(a)(i) and (3)(a)(ii) shall be made by delivering to the DOE Patent Counsel duly executed instruments and such other papers as are deemed necessary to vest in the Government the entire right, title, and interest in the invention to enable the Government to apply for and prosecute patent applications covering the invention in a foreign country, or otherwise establish its ownership of the invention.

(4) Filing of Patent Application - Domestic

(a) For the above-identified invention for which a patent application has been filed by Westinghouse, Westinghouse shall:

(i) not less than thirty (30) days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the DOE Patent Counsel of any decision not to continue prosecution of the application and deliver to the DOE Patent Counsel executed instruments granting the Government a power of attorney.

(5) Other Terms and Conditions

(a) Reporting on Utilization of Invention

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of the Invention on efforts at obtaining such utilization that are being made by Westinghouse or its licensees or assignees. Such reports shall include information regarding the status of development, data or first commercial sale or use, gross royalties received by the Westinghouse, and such other data and information as the Government may reasonably specify. Westinghouse also agrees to provide additional reports as may be requested by the Government in connection with a march-in proceeding undertaken by the Government in accordance with paragraph (b) of this clause. To the extent data or

information supplied under this section is considered by Westinghouse, its licensee or assignee to be privileged and confidential and is so marked, the Government agrees that, to the extent permitted by 35 USC 202 (c)(5), it will not disclose such information to persons outside the Government.

(b) March-in-Rights

Westinghouse agrees that with respect to the Invention in which it has title, under this Agreement and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of DOE, to require Westinghouse, an assignee or exclusive licensee of the Invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Westinghouse, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that;

(i) Such action is necessary because Westinghouse or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Invention in such field of use;

(ii) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Westinghouse, assignee, or their licensees;

(iii) Such action is necessary to meet requirements for public use specified by federal regulations and such requirements are not reasonably satisfied by Westinghouse, assignee, or licensees.

(iv) Such action is necessary because the agreement required by paragraph (b) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell the Subject Invention in the United States is in breach of such agreement.

(b) Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell the Invention in the United States unless such person agrees that any products embodying the Invention or produced through the use of the Invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(6) Minimum Contractor License

There is reserved to Westinghouse an irrevocable, nonexclusive, paid-up license in each patent application filed in any country on the above-identified invention and any resulting patent in which the Government acquires title. The license shall extend to Westinghouse's domestic subsidiaries and affiliates, if any, within the corporate structure of which Westinghouse is a part and shall include the right to grant sublicenses of the same scope to the extent Westinghouse was legally obligated to do so at the time the contract was

awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of Westinghouse's business to which the invention pertains.

Signed this 22 day of APRIL, 2004

Terry A. Bartman
(Westinghouse)

Terry A. Bartman, Director; U. S. Fuel Commercial Operations
(Westinghouse's Official and Title)

5801 Bluff Road; Columbia, S. C. 29209
(Business Address)