

FORM PTO-1619A
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

8-96, 229

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- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government*
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- ☒ Departmental File ☐ Secret File

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☐ Mark If additional names of conveying parties attached

Name (line 1) <input type="text" value="CE Nuclear Power, LLC"/>	Execution Date Month Day Year <input type="text" value="12/12/2000"/>
Name (line 2) <input type="text"/>	
Second Party	
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Name (line 2) <input type="text"/>	

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Name (line 1) <input type="text" value="United States Department of Energy"/>	<input type="checkbox"/> 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) <input type="text"/>	
Address (line 1) <input type="text" value="GC-62, MS 6F-067 (FORSTL)"/>	
Address (line 2) <input type="text" value="1000 Independence Avenue, S.W."/>	
Address (line 3) <input type="text" value="Washington"/>	
City	State/Country
<input type="text" value="D.C."/>	<input type="text" value="20585-0162"/>
Zip Code	

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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PATENT

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REEL: 017306 FRAME: 0072

FORM PTO-1619B

Expires 08/30/98
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address

Area Code and Telephone Number

202-586-2810

Name Betty Winchester

Address (line 1) United States Department of Energy

Address (line 2) GC-62, MS 6F-067 (FORSTL)

Address (line 3) 1000 Independence Avenue, S.W.

Address (line 4) Washington, D.C. 20585-0162

Pages

Enter the total number of pages of the attached conveyance document
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3

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)

09/343548

Patent Number(s)

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.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

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

40.00

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

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

Deposit Account Number:

01-2752

Authorization to charge additional fees:

Yes

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No

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Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any
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indicated herein.

Katherine Baldwin

Name of Person Signing

Signature

Date

3-3-06

PATENT

REEL: 017306 FRAME: 0073

Patent Rights
Assignment to
Government

ASSIGNMENT AND LICENSE AGREEMENT

09/343,548

Title: Mox Fuel Arrangement for Nuclear Core
Inventor(s): Richard G. Rosenstein and
Mark L. Kantrowitz
Contractor Number: DE-AC03-93SF19682
Contractor: CE Nuclear Power LLC

DOE Docket No.: S-96,229
U.S. Patent Application S.N.: 09/343,548
Filing Date: June 30, 1999
U.S. Patent Number: Pending
Issue Date: Pending

Foreign patent applications filed or intended to be filed at contractor's expense: None

The Contractor certifies that a true copy of the provisions which govern patent rights in "subject inventions" under the above-identified contract has been submitted to the U.S. Department of Energy (hereinafter "DOE") by certification dated 12/12/00.

WHEREAS, the above-identified invention is a subject invention under the above identified contract between the Government of the United States (hereinafter the "Government") as represented by U.S. Department of Energy (hereinafter "DOE") and the Contractor;

WHEREAS, the Contractor, has been assigned the entire right, title and interest in and to said invention in the United States and for all foreign countries; and

WHEREAS, the Government as represented by DOE is entitled to an assignment and other rights, and the Contractor is entitled to certain rights in and to said invention pursuant to the terms and conditions of said contract, and they desire to make of record, certain assignment, licenses, and other rights in and to said invention and in and to any Letters Patent wheresoever they may be issued thereon; and

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said contract and for good and valuable consideration, the receipt of which is hereby acknowledged, the Contractor does hereby agree to the following:

(1) There is assigned to the Government the entire right, title, and interest in and to said invention in the United States, and in and to any and all United States patent applications filed thereon, and in and to any and all United States Letters Patent which may be granted thereon.

(2) There is assigned to the Government the entire right, title, and interest in and to said invention in all foreign countries and in and to any and all foreign applications filed thereon, and in and to and all resulting foreign patents secured thereon in all foreign countries.

(3) The Contractor hereby reserves a revocable, nonexclusive, paid-up license in any and all patent applications filed in any country on the invention and any and all resulting Letters Patent granted thereon in which the Government acquires title, subject to the following:

(a) The license shall extend to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the Contractor 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 the Contractor's business to which the invention pertains.

(b) The Contractor's nonexclusive license and sublicenses granted thereunder may be revoked or modified by DOE, either in whole or in part, only to the extent necessary to achieve expeditious practical application of the invention under DOE's published licensing regulations (10 CFR 781), and only to the extent an exclusive license is actually granted. This license shall not be revoked in that field of use and/or the geographical areas in which the Contractor, or its sublicensee, has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public, or is expected to do so within a reasonable time.

(c) Before the modification or revocation of the license, or sublicense, DOE shall furnish the Contractor a written notice of its intention to modify or revoke the license, and any sublicense thereunder, and the Contractor shall be allowed 30 days (or such longer period as may be authorized by the Patent Counsel of DOE for good cause shown in writing by the Contractor) after such notice to show cause why the license or any sublicense should not be modified or revoked. The Contractor shall have the right to appeal, in accordance with 10 CFR 781, any decision concerning the modification or revocation of the license or any sublicense.

(4) The Contractor agrees to make, execute, and deliver to the Government, or to DOE, any and all papers, documents, affidavits, renewal, divisional and reissue applications, statements or other instruments in such usual or other forms, terms and contents as may be required by DOE, or its duly authorized representatives, 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 to aid the Government in every way in protecting the invention as may be requested by DOE or its assigns, except that any expenses arising through extending such assistance will be paid for by proper arrangement with the Government.

(5) Furthermore, it is expressly understood and agreed that the acceptance of this agreement by the Government is not an admission of validity or scope of the herein-licensed subject matter, or of validity of the title thereto; and that the Government expressly reserves to itself the right, at any time its interest shall so require, to contest in any way the validity and scope of or title to such matter without waiving or forfeiting any right under this agreement, and also reserves any and all defenses that it may now or hereafter have in connection with the herein-licensed subject matter.

(6) Unless other wise directed in writing by the DOE Patent Counsel, all documents, notices, instruments, reports, and any and all other papers shall be sent to the DOE Patent Counsel at the following address:

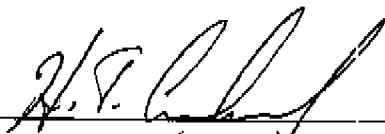
Mr. Paul A. Gottlieb
Assistant General Counsel for
Intellectual Property
U.S. Department of Energy
GC-62 (FORSTL) MS 6F-067
1000 Independence Avenue, SW
Washington, D.C. 20585

Approved and granted on behalf of the Contractor.

ATTEST:

(SEAL)

Witness:



(Signature)

Henry T. Crenshaw, Jr. I.P. Law Counsel
(Print/Type Name and Title)

CE Nuclear Power LLC

(Contractor)

By:

 12/12/00
(Contractor Official's Signature) Date

Robert S. Bell, Vice President
(Print/Type Official's Name and Title)

Approved, accepted and consented to on behalf of the Government of the United States.

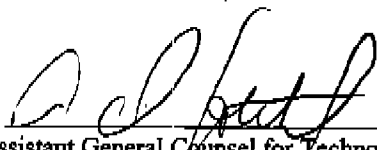
ENERGY

UNITED STATES DEPARTMENT OF

Witness:



By:


Assistant General Counsel for Technology
Transfer and Intellectual Property