

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	03/31/2005	
CONVEYING PARTY DATA		
Name		Execution Date
BNFL (IP) Limited		10/13/2006
RECEIVING PARTY DATA		
Name:	Westinghouse Electric Company LLC	
Street Address:	4350 Northern Pike	
City:	Monroeville	
State/Country:	PENNSYLVANIA	
Postal Code:	15146	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	5607648	
Patent Number:	5723100	
Patent Number:	6272197	
CORRESPONDENCE DATA		
Fax Number:	(202)637-3593	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Elisabeth Langworthy, Sutherland Asbill	
Address Line 1:	1275 Pennsylvania Ave. NW	
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ATTORNEY DOCKET NUMBER:	12197-047	
NAME OF SUBMITTER:	Elisabeth A. Langworthy	

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**Total Attachments: 5**

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**PATENT**

**REEL: 019215 FRAME: 0510**

## **ASSIGNMENT NUNC PRO TUNC**

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WHEREAS, **BNFL (IP) Limited**, a company organized and existing under the laws of England with the number 4394355, whose registered office is at 1100 Daresbury Park, Daresbury, Warrington, Cheshire, WA4 4GB, UK (hereinafter "ASSIGNOR"), owned certain inventions and improvements disclosed in the Patents and Patent Applications listed on Schedule A hereto (hereinafter the PATENTS & PATENT APPLICATIONS); and

WHEREAS, in accordance with a Nuclear Transfer Scheme of The Secretary of State under Section 38 of the Energy Act 2004 in respect of certain property, rights and liabilities of BNFL (IP) Limited in favor of **Westinghouse Electric Company LLC**, a company organized and existing under the laws of Delaware, whose principal place of business is at 4350 Northern Pike, Monroeville, Pennsylvania, USA 15146 (hereinafter, "ASSIGNEE"), ASSIGNEE obtained the full, exclusive and entire right, title, and interest in and to said PATENTS & PATENT APPLICATIONS and the inventions and improvements disclosed and described therein;

WHEREAS, ASSIGNOR and ASSIGNEE now desire to enter into this Assignment Nunc Pro Tunc formalizing the prior transfer to ASSIGNEE of the said PATENTS & PATENT APPLICATIONS and the inventions and improvements disclosed and described therein in a form acceptable for recordation by the respective patent office and publication in compliance with legal stipulations.

NOW, THEREFORE, for and in consideration of the amount of £ 10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents did sell, assign and transfer unto ASSIGNEE, effective as of 31 March 2005, the full, exclusive and entire right, title, and interest in and to said PATENTS & PATENT APPLICATIONS, in and to any provisionals, nonprovisionals, divisions, continuations, and reissues of said PATENTS & PATENT APPLICATIONS, in and to all inventions and improvements disclosed and described in said PATENTS & PATENT APPLICATIONS, in and to any Letters Patent granted on said PATENTS & PATENT APPLICATIONS and any provisionals, nonprovisionals, divisions, continuations, and reissues thereof, including the right to sue for damages and other remedies in respect of any infringement of the PATENTS which may have occurred before the effective date of this assignment;

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, and make all assignments and

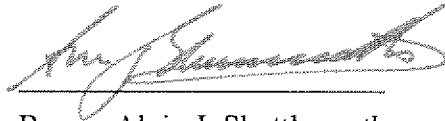
rightful oaths, reasonably to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records exist and are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

This Assignment is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on 31 March 2005.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers this 13<sup>th</sup> day of October, 2006.

ASSIGNOR:



By: Alvin J. Shuttleworth

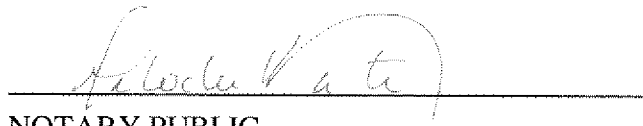
Position: Company Secretary

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF District of Columbia

COUNTY OF \_\_\_\_\_

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public, on this 13<sup>th</sup> day of October, 2006, personally appeared Alvin J. Shuttleworth, to me known personally, and who, being by me duly sworn, deposes and says that he is the Company Secretary of BNFL (IP) Limited, and that said instrument was signed on behalf of said company by authority of its Board of Directors, and said Alvin J. Shuttleworth acknowledged said instrument to be the free act and deed of said company.



NOTARY PUBLIC

(SEAL)

My Commission Expires:

Melodie Kate  
Notary Public, District of Columbia  
My Commission Expires 11-30-2006

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers this 15<sup>th</sup> day of October, 2006.

ASSIGNEE:

*F. Ramsey Coates*

By: F. Ramsey Coates

Position: Senior Vice President & General Counsel

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF District of Columbia

COUNTY OF \_\_\_\_\_

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public, on this 15<sup>th</sup> day of October, 2006, personally appeared F. Ramsey Coates, to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President & General Counsel of Westinghouse Electric Company LLC, and that said instrument was signed on behalf of said company by authority of its Board of Directors, and said F. Ramsey Coates acknowledged said instrument to be the free act and deed of said company.

*Melodie Kate*  
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NOTARY PUBLIC

(SEAL)

My Commission Expires:

Melodie Kate  
Notary Public, District of Columbia  
My Commission Expires 11-30-2008

## SCHEDULE A

### Intellectual Property

Title	Application Number/Patent Number
Rotary Kilns	U.S. Patent No. 5,607,648 European Patent No. 0649339 (France, Great Britain, Germany, Spain, Sweden) Japanese Patent No. 3452360
The Oxidation of Uranium Hexafluoride	European Patent No. 0712379 (France, Great Britain, Germany, Spain) Japanese Patent Application No. 1995050010
Nuclear Fuel Pellet (Functionally Grade UO <sub>2</sub> Fuel Pellets)	European Patent No. 1097461 (Belgium, France, Great Britain, Germany, Spain, Sweden) Japanese Patent Application No. 2000-5577478
Uranium Oxide Production	U.S. Patent No. 5,723,100 European Patent No. 0712380 (France, Great Britain, Germany, Spain)
Spacer Grids for Nuclear Fuel Elements (Hexagonal Fuel Spacer Grid)	Czech Republic Patent No. 0283375 Finland Patent No. 113101 Great Britain Patent No. 2277191 Hungary Patent No. 0214389
Device for Holding Down a Set of Core Fuel Rods (Top Nozzle)	Czech Republic Patent No. 0283908 Finland Patent No. 941679 Hungary Patent No. 0214386 Slovakia Patent No. 280733
Coolant Mixing Grid for Nuclear Fuel Assembly (Improved Inter-Span Grid)	U.S. Patent No. 6,272,197 Japanese Patent Application No. 10-535133