

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Owen Buerkle	05/08/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Babcock & Wilcox Canada Ltd.
Street Address:	581 Coronation Boulevard
City:	Cambridge
State/Country:	CANADA
Postal Code:	N1R 5V3
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11762104
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(330)860-6609
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	7183
NAME OF SUBMITTER:	Carolyn Mahoney
Total Attachments: 3 source=buerkle assignment#page1.tif source=buerkle assignment#page2.tif source=buerkle assignment#page3.tif	

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**PATENT**  
**REEL: 022716 FRAME: 0059**

ASSIGNMENT TO BABCOCK & WILCOX CANADA LTD.

CASE 7183

THIS ASSIGNMENT made the 8<sup>th</sup> day of May, 2009, by Wade P. Blaser, ~~residing at 906 50 B. Street, Delta, British Columbia, Canada V4M 2V9~~, and by Owen Buerkle, residing at 19 Crystal Court, Grand Bay - Westfield, New Brunswick, E5K 2C1 Canada; both citizens of Canada;

WITNESSETH: That

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

**INDUCTION HEAT AND PULL TUBE STUB REMOVAL TECHNIQUE**

for which we have prepared and executed an application for Letters Patent of the United States on the 12<sup>th</sup> day of June, 2007, and

WHEREAS, BABCOCK & WILCOX CANADA LTD., a Corporation amalgamated pursuant to the laws of the Province of Ontario, Canada and having its principal office at 581 Coronation Boulevard, Cambridge, Ontario, Canada, 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, Wade P. Blaser and Owen Buerkle have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said BABCOCK & WILCOX CANADA LTD., 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 BABCOCK & WILCOX CANADA LTD., 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 BABCOCK & WILCOX CANADA LTD., 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,

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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 BABCOCK & WILCOX CANADA LTD., 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 BABCOCK & WILCOX CANADA LTD., 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 BABCOCK & WILCOX CANADA LTD., 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 BABCOCK & WILCOX CANADA LTD., 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

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and title thereto in said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, without charge to said BABCOCK & WILCOX CANADA LTD., 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.




Owen Buerkle

WITNESSES:




On this, the 8<sup>th</sup> day of May, 2009, before me personally, Owen Buerkle to me known and known to me to be the person(s) described in and who executed the foregoing instrument; and he (they) acknowledged to me that he (they) executed the same for the purpose therein stated.

SWORN BEFORE ME in the )  
City of Saint John in the )  
Province of New Brunswick, this )  
8<sup>th</sup> day of May, 2009. )



DAVID G. O'BRIEN  
A COMMISSIONER OF OATHS  
BEING A SOLICITOR

 & NOTARY PUBLIC

(LS)

