

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Lockheed Martin Idaho Technologies Company	09/14/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bechtel BWXT Idaho, LLC
<b>Street Address:</b>	P.O. Box 1625
<b>City:</b>	Idaho Falls
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83415-3899
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	08801982
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(208)526-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2085266339
<b>Email:</b>	kathryn.harris@inl.gov
<b>Correspondent Name:</b>	Battelle Energy Alliance, LLC
<b>Address Line 1:</b>	P.O. Box 1625
<b>Address Line 4:</b>	Idaho Falls, IDAHO 83415-3899
<b>ATTORNEY DOCKET NUMBER:</b>	LIT-PI-198
<b>NAME OF SUBMITTER:</b>	Stephen R. Christian
<b>Total Attachments: 4</b> source=LIT-PI-198_LMTCO to BBWI Assign#page1.tif source=LIT-PI-198_LMTCO to BBWI Assign#page2.tif source=LIT-PI-198_LMTCO to BBWI Assign#page3.tif source=LIT-PI-198_LMTCO to BBWI Assign#page4.tif	

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**PATENT**  
**REEL: 024007 FRAME: 0679**

**1999 IDAHO NATIONAL ENGINEERING AND  
ENVIRONMENTAL LABORATORY TRANSFER AGREEMENT**

THIS TRANSFER AGREEMENT (**Agreement**) is entered into by and between the UNITED STATES OF AMERICA, acting through the United States Department of Energy, Idaho Operations Office (**DOE**), represented by the undersigned Contracting Officer; Bechtel BWXT Idaho, LLC (**BBWI**), a limited liability company organized under the laws of the State of Delaware; and Lockheed Martin Idaho Technologies Company (**LMITCO**), a corporation organized and existing under the laws of the State of Idaho. DOE, BBWI, and LMITCO are referred to in this Agreement collectively as the **Parties**, and singularly as a **Party**.

WHEREAS DOE and LMITCO are parties to Contract No. DE-ACO7-94ID13223 and Contract No. DE-ACO7-94ID13299 (hereinafter referred to as the **LMITCO Contracts**), pursuant to which LMITCO has management and operational responsibilities for portions of the Idaho National Engineering and Environmental Laboratory (**INEEL**) owned by the DOE; and

WHEREAS the DOE and BBWI are parties to Contract No. DE-ACO7-99ID13727 (**BBWI Contract**), which provides for BBWI to commence its management and operating responsibilities at the INEEL on October 1, 1999; and DOE and BBWI are parties to Contract No. DE-ACO7-99ID13756 (**Transition Contract**), as amended, which provides for BBWI to commence its transition responsibilities on July 1, 1999; and

WHEREAS effective at midnight, September 30, 1999, LMITCO's management and operating responsibilities as described in the LMITCO Contracts expire, and the Parties desire to facilitate an orderly transfer of the documents, agreements, and property referred to in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the Parties agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to carry out an orderly transfer to BBWI of management and operating activities performed by LMITCO under the LMITCO Contracts. Upon transfer of such activities, BBWI shall perform its responsibilities in accordance with the terms of the BBWI Contract. The Parties agree that this Agreement does not modify their respective rights, responsibilities, obligations, and duties established under either the LMITCO Contracts, the BBWI Contract, or the Transition Contract, and in the event of a conflict between the terms of this Agreement and the terms of either the LMITCO Contracts, the BBWI Contract, or the Transition Contract, the terms of such contracts shall prevail.

2. **DEFINITIONS**

The following terms have the corresponding definitions throughout this Agreement unless otherwise specifically defined elsewhere:

- A. "BBWI" is Bechtel BWXT Idaho, LLC. DOE awarded the BBWI Contract and the Transition Contract to Bechtel B&W Idaho, LLC. However, due to a name change that will be effective prior to the Transfer Date, defined below, the name used in this Agreement is Bechtel BWXT Idaho, LLC.
- B. "INEEL" is the Idaho National Engineering and Environmental Laboratory. For purposes of this Agreement, the INEEL is deemed to include the Fort St. Vrain facility and the Boise and Washington, D.C. offices.
- C. "LMITCO" is Lockheed Martin Idaho Technologies Company. For purposes of this Agreement only:
  - (i) the term "LMITCO" shall be deemed to include LMITCO's Teaming Partners and other Team Members
  - (ii) the provisions of Section 3, below, assigning LMITCO's agreements to BBWI, shall not apply to the contracts LMITCO has with either its Teaming Partners or other Team Members.

C. License, License Option, Income Sharing, Assignments, Shareholder, Warrant, Loan, and Other Technology Transfer Agreements

Lockheed Martin Corporation retains its right to receive royalties after the Transfer Date in accordance with the terms of the LMITCO Contracts. LMITCO otherwise hereby assigns and transfers to BBWI, effective as of the Transfer Date, all of LMITCO's obligations, right, title and interest to all Technology Transfer Agreements not already covered elsewhere herein, including but not limited to, license, license option, income sharing, shareholder, warrant, technology transfer loan arrangements, and third party intellectual property assignments, and BBWI hereby accepts such assignment in accordance with the terms of the BBWI Contract. These agreements can relate to transferring technology from LMITCO to third parties or vice versa.

4. ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

LMITCO hereby assigns and transfers to BBWI, effective as of the Transfer Date, all of LMITCO's obligations, right, title and interest in and to issued U.S. and foreign patents and patent applications, invention disclosures, registered trademarks (including goodwill), trademark applications, LMITCO's waiver request for DOE case S-80,966, and copyrights, obtained under the terms of the LMITCO Contracts, as identified on **Attachment 4** to this Agreement, and BBWI hereby accepts such assignment.

LMITCO shall prepare and have executed proper assignments to BBWI for all LMITCO and EG&G Idaho, Inc.: (a) U.S. and foreign patents, (b) U.S. and foreign patent applications, (c) registered trademarks (including goodwill) and trademark applications, and (d) copyrights obtained from DOE through the assertion process of the LMITCO Contracts.

LMITCO will officially record only those executed assignments for such patents and patent applications that are the subject of license agreements or CRADAs.

5. TRANSFER OF AND ACCESS TO RECORDS

- A. LMITCO hereby assigns and transfers to BBWI, effective as of the Transfer Date, the custody of all Documents that are owned by DOE or to which DOE has a right of inspection or copying pursuant to the terms of the LMITCO Contracts, including but not limited to the *OWNERSHIP OF RECORDS* and *ACCOUNTS, RECORDS, AND INSPECTION* clauses, and BBWI hereby accepts such assignment.
- B. The Parties agree that the term "Documents" as used in paragraph 5.A. shall include but not be limited to all documents and information including writings, drawings, graphs, charts, photographs, microfilm or microfiche, or data compilations/databases, whether stored on main or mini-frame computers, personal computers, file servers, on computer networks or any other storage devices, from which information may be obtained or translated if necessary through detection devices or by other means into a reasonably useable form, in the care, custody and control of LMITCO which were acquired or generated pursuant to the performance of the LMITCO Contracts. The term "Documents" does not include documents or records maintained by LMITCO after September 30, 1999, including personnel files of employees transferring to LMITCO Contracts Close-Out Offices and elsewhere, as necessary to support the continuing human resources responsibilities of the LMITCO Contracts Close-Out Offices and elsewhere.
- C. LMITCO reserves the right to claim privilege for documents that contain confidential, proprietary, attorney work product, or attorney client privileged information, except that any rights of privilege that LMITCO has in the following Documents are transferred and assigned to DOE and BBWI: (1) Documents contained in a Privacy Act system of records maintained for the Government by LMITCO, or (2) Documents related to litigation or claims, contracts, agreements, or matters transferred to BBWI under the terms of this Agreement.

18. **SIGNATURES**

The individuals whose signatures appear below hereby certify that they are authorized to sign on behalf of their respective Parties to this Agreement.

This Agreement is effective as of the date that it is executed by all of the Parties; provided however, that no assignment or transfer of any matter covered by this Agreement shall occur until the Transfer Date.

SO AGREED:

Date: 9/14/99

UNITED STATES OF AMERICA  
BY: U.S. DEPARTMENT OF ENERGY

By: R. Jeffrey Hoyles  
R. Jeffrey Hoyles  
Title: Contracting Officer

Date: 9/14/99

Lockheed Martin Idaho Technologies Company

By: W. John Denson  
W. John Denson  
Title: President

Date: 9/14/99

Bechtel BWXT Idaho, LLC

By: Bernard L. Meyers  
Bernard L. Meyers  
Title: President

INEEL Intellectual Property Assigned to BBWI  
(As of August 30, 1999)

TECH ID	TECHNOLOGY TITLE	PATENT SERIAL NO.	PATENT NO.	STATUS	LICENSE NO.	CRADA ID
LIT-PI-158	Method and Apparatus for Cutting, Abrading, and Drilling with Sublimable Particles	99/07630		Patent Pending		
LIT-PI-169	Method for Measuring Butter Fat Content in Milk	09/058,265		Patent Pending		
LIT-PI-174	Device and Method for Self-Verifying Temperature Measurement and Control			Elected	99-LA-001	
LIT-PI-176	Method for Installing Pressure Differential Instrumentation to Expand Its Range			Elected	96-LA-004	
LIT-PI-177	Method for Eliminating Noise from Turbulence in Dynamic Pressure Differential Measurements at a Bend	08/724,985	5905208	Patent Issued	96-LA-004	
LIT-PI-179	Pressurized Filter System for Analytical Sample Separation			Elected		
LIT-PI-185	Dose Factor Entry and Display Tool for Radiotherapy Planning	08/933,652		Patent Pending	96-LA-022	
LIT-PI-185	Dose Factor Entry and Display Tool for Radiotherapy Planning	98/19574		Patent Pending		
LIT-PI-188	Solution Dewatering with Concomitant Ion Removal			Elected		96-CR-19
LIT-PI-190	Epithermal Neutron Filter	08/624,732		Patent Pending		
LIT-PI-192	Photorefractive Optical Vibration Mode Spectrum Analyzer	08/787,073	5827971	Patent Issued		
LIT-PI-194	Vadose Monitoring Well	08/786,508	5915476	Patent Issued	97-LA-004	
LIT-PI-198	Technetium Separation System	08/801,982	5802439	Patent Issued		
LIT-PI-199	Special Configuration Differential Pressure Flow Meter	08/937,120		Patent Pending	98-LA-003	
LIT-PI-199	Special Configuration Differential Pressure Flow Meter	98/20064		Patent Pending		
LIT-PI-206	Indoor Air Quality Sensor Array	60/142,350		Patent Pending		
LIT-PI-215	Antenna Array Control System			Elected		
LIT-PI-220	Spray Forming Method for Selective Build-Up of Metal Deposits			Elected	98-LA-011	98-CR-04

PATENT

**PROTECTED PATENT INFORMATION (35 U.S.C § 205)**

This information is not to be published or otherwise disseminated without proper patent clearance.