PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY DATA						
		Name	Execution Date			
Eric Leon Hernandez			08/03/1998			
George Vick Owen			03/05/2010			
Kurt David Klahn			03/05/2010			
RECEIVING PARTY DATA						
Name:	AREVA NP Inc.					
Street Address:	3315 Old Forest Road					
City:	Lynchburg					
State/Country:	VIRGINIA					
Postal Code:	24501					
PROPERTY NUMBERS Total: 1						
Property Type		Number		04		
Patent Number: 7464		\$70		07464670		
CORRESPONDENCE DATA						
Fax Number: (703)838-3645 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.						
Phone: ///2-469/						
Email: sean@seanpohanlon.com Correspondent Name: Sean P. O'Hanlon						
Address Line 1: 460 S. Union St.						
Address Line 2: Sean P. O'Hanlon, Esq., PLLC						
Address Line 4: Alexandria, VIRGINIA 22314						
ATTORNEY DOCKET NUMBER:		103-0001				
NAME OF SUBMITTER:		Sean P. O'Hanlon, Reg. No. 47,252				
Total Attachments: 10 source=assignment#page1.tif PATENT						

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ASSIGNMENT OF PATENT

WHEREAS:

Eric Leon Hernandez, 1051 Moonlit Cove Lane, Lynchburg, VA 24503, USA,

George Vick Owen, 504 Carriage Hill Drive, Forest, VA 24551, USA, and

Kurt David Klahn, 1825 Island Creek Road, Huddleston, VA 24104, USA

(hereinafter referred to as ASSIGNOR), have made a discovery or invention entitled:

SYSTEM FOR CLEANING, INSPECTION AND TOOLING DELIVERY IN THE SECONDARY SIDE OF A STEAM GENERATOR

for which application for Letters Patent of the United States has been executed on even date herewith,

for which application for Letters Patent of the United States has been filed on July 26, 2006, under Application No. 11/493,265, and issued on December 16, 2008 as Patent No. 7,464,670,

WHEREAS:

AREVA NP Inc., a corporation of Delaware having a business address 3315 Old Forest Road, Lynchburg, VA 24501, USA (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR, hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID ASSIGNOR, hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

I, SAID ASSIGNOR, hereby grant attorneys for AREVA NP Inc. the power to insert into this Assignment any further identification (such as the application number and filing date) which may be necessary or desirable to comply with the rules of the United States Patent and Trademark office for recordation of this Assignment;

AND I, SAID ASSIGNOR hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date ,		L.S.
	Eric Leon Hernandez	
Commonwealth of Virginia)	
) SS.:	
County/City of)	
On	, before me,	, Notary Public, personally appeared
This I am Thurse in the second	······································	

Eric Leon Hernandez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

L.S.

Date 5 MA, 2010

George Vick Owen

)

Commonwealth of Virginia

) SS.: -County/City of LYIICK burg)

On 3/6/2010, before me, <u>UteP</u> <u>londer</u> Notary Public, personally appeared George Vick Owen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Virginia WITNESS my hand and official seal

Mar. Londeric

Date <u>5 MAACH, 2010</u>, <u>K=</u> Kurt David Klahn L.S.

Commonwealth of Virginia county/City of Lynchburg) SS .:

On 3/5/2010, before me, Ule P. Londeree Notary Public, personally appeared Kurt David Klahn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Virginia. WITNESS my hand and official seal

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Page 3 of 3

For Information Only



20742-7 (3/97)

PROPRIETARY INFORMATION AND CONFLICT OF INTEREST AGREEMENT

In consideration of my employment by Framatome Technologies Group, Framatome Technologies Incorporated or Framatome Cogema Fuels, hereinafter referred to as FTG for purposes of this document:

- 1. I agree that I shall not disclose to anyone outside of FTG, use in other than FTG's business, nor disclose to anyone within FTG who does not have a need-to-know, any technical or non-technical information or material which gives FTG an advantage over others who do not know it (hereinafter referred to as "proprietary information") relating to the business of FTG or its subsidiaries or affiliates, except with FTG's written permission. I shall not disclose to FTG nor induce FTG to use any proprietary information of others. I further agree that upon termination of my employment with FTG, all records of proprietary information of FTG including copies thereof in my possession, whether prepared by me or others, shall be so identified and shall be left with FTG. Further, I agree that all other property of any kind or nature whatsoever belonging to FTG shall also be left with FTG.
- 2. For purposes of this Agreement, proprietary information shall include, but not be limited to, scientific or any technical information, research, development, design, process, manufacture, procedure, formula, testing, improvements, operation, customer contacts, customer lists, and information related to the sale of products or services; FTG patent position or trade secrets; costs; profits; investments, planning, markets, and other financial or business information; or experience with new ventures or products. Proprietary information may be in written, visual or oral form, and shall include, but not be limited to, computer systems and usage, information contained in such systems, and any associated data in any format.
- I shall disclose promptly in writing to FTG all inventions, including discoveries, concepts and ideas, patentable or not, hereafter made or conceived solely or jointly by me:
 - a. (1) during my employment with FTG or
 - (2) within one year after termination of my employment, if based on or related to proprietary information of FTG; and
 - b. which relate in any manner to the business or activities of FTG.
- 4. I agree that, in connection with any invention covered by paragraph 3, I shall transfer, assign and convey to FTG all my rights, title and interest in such invention, and do anything else reasonably necessary to enable FTG to secure a patent thereof in the United States and in foreign countries. I also agree that all notes, data, tapes, reference items, manuals, calendars, sketches, drawings, memoranda, computer software, records, and other materials which in any way relate to FTG's past, present or potential business which are prepared or received by me in the course of my employment with FTG are the exclusive property of FTG.
- 5. During the period of my employment, I will not independently engage in the same or similar line of business or research as that carried on by FTG, or directly or indirectly, serve, advise or be employed by an individual, firm or company engaged in the same or similar line of business or research as that carried on by FTG. I will not engage in any activity whatsoever which will involve a conflict in use of my time as an employee of FTG.
- 6. Except set forth in Exhibit A (attached hereto and forming a part of this Agreement), I have no agreements with, or obligations to, others in conflict with the foregoing and I do not own or have an interest in any patent application or unpatented invention, as described herein.
- 7. a. Except set forth in Exhibit A, I am not a promoter, substantial stockholder, director, employee or officer of or consultant to a business organized for profit, nor will I become a promoter, substantial stockholder, director, employee or officer of or consultant to such a business while employed by FTG without first obtaining the prior written approval of my division or subsidiary head. Should I become a promoter, substantial stockholder, director, employee or officer of or consultant to a business organized for profit, I understand that I have a continuing obligation to advise my division subsidiary head at such time as any activity of either FTG or such other business presents me with a conflict of interest as an employee of FTG notwithstanding such prior written approval. Provided, for FCF, the term "division or subsidiary head" shall mean the President, FCF.

For Information Only

20742-7 (3/97) Reverse

- b. Should any matter or dealings in which I am now involved or hereafter become involved, on my own behalf or as an employee of FTG, appear to present a possible conflict of interest under the FTG policy then in effect, I will promptly disclose the facts to my supervisor so that a determination can be made as to whether a conflict of interest does exist. I will take whatever action is requested of me by FTG to resolve any conflict which it finds to exist.
- My obligations hereunder may not be changed or modified, released, discharged, abandoned, or terminated, in whole or in 8. part except by an instrument in writing signed by an officer of FTG. My obligations hereunder shall remain in full force and effect during my employment with FTG.

I further agree that my obligation not to use or disclose proprietary information shall continue for a period of at least five (5) years after termination of my employment with FTG and for as long thereafter as is reasonably necessary to protect FTG's interests.

- This agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and 9. assigns of the parties hereto.
- Any prior agreements between us relating to patents, trade secrets, proprietary information or conflict of interest with FTG 10. are hereby superseded.
- 11. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia.
- If all or part of any provision of this Agreement shall become or be declared unlawful, the rights of FTG and my obligations 12. hereunder shall be modified only as much as is necessary to remove the illegality and all other portions of this Agreement, including any remaining portion of any provision, shall remain in full force and effect.

EXHIBIT A

INFORMATION REQUIRED BY PARAGRAPHS 6 AND 7 OF PROPRIETARY INFORMATION AND CONFLICT OF INTEREST AGREEMENT.

List here any items which are exceptions under paragraphs 6 (agreements with or obligations to others and patents) and 7 (outside interests, possible conflict of interest) of Agreement (if none, write "None"):

NONE

Employee Signature (Sign Name lg/Full) Witness (Name and Title)

PATENT REEL: 024045 FRAME: 0839

<u>3 AUG 98</u> (To Be Completed by Employee) Date

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"FRAMATOME TECHNOLOGIES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "FRAMATOME ANP, INC." UNDER THE NAME OF "FRAMATOME ANP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2000, AT 9:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



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Warriet Smith Hindson

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1544343

DATE: 01-07-02

PATENT REEL: 024045 FRAME: 0840

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FRAMATOME USA

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UNANIMOUS CONSENT IN LIEU OF MEETING of the board of directors FRAMATOME TECHNOLOGIES GROUP, INC. **NOVEMBER 20, 2000**

The undersigned, constituting the voting members of the Board of Directors of Framatome Technologies Group, Inc. (the "Corporation"), a corporation organized pursuant to the laws of the State of Delaware, hereby unanimously consent to and adopt the following resolutions:

Name Changa

RESOLVED, that the name of the corporation shall be changed to Frametome ANP. Inc. effective November 20, 2000; and

FURTHER RESOLVED, that the Secretary of the Corporation is hereby authorized and empowered to take all actions and file all necessary documents on behalf of the Corporation to implement the change in name.

This Consent in Writing in Lisu of a Meeting may be executed by the members of the Board of Directors in separate counterparts, with the same force and effect as if all members had signed the same counterpart.

Dated the 20th day of November, 2000

Dominikus Vianar

Gilbert Vidal

Bernard Esteve

Thomas Christobher

Joel Pijselman

Herva-Deforme

NY 3. 3 Robart Smai

13-11-2020 15:40 P.02/02 **ETTS9** FRAMMIONE TECHNOLOGI Ø

P. 22

REFERENCE 30 69:91 12-11-5300

Certificate of Amendment of Certificate of Incorporation of Framatome Technologies Group, Inc.

It is hereby certified that:

- 1. The name of the corporation (hereinafter called the "corporation") is Framatome Technologies Group, Inc.
- 2. The certificate of incorporation of the corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article First the following new Article:

"FIRST: The name of the corporation is Framatome ANP, Inc.

3. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed and attested on November 20, 2000.

Thomas A. Christopher, President Attest:

David F. Guza, Secretary

STATE OF VIRGINIA

) SS.:

CITY OF LYNCHBURG

BE IT REMEMBERED that, on this 20th day of November, 2000, personally came before me, the undersigned, a Notary Public duly authorized to take acknowledgment of deeds by the laws of the place where the foregoing certificate was executed, Thomas A. Christopher and David F. Guza, President and Secretary respectively of Framatome Technologies Group, Inc., a corporation of the State of Delaware, the corporation described in the foregoing certificate, known to me personally to be such, and they duly executed said certificate before me and acknowledged the said certificate to be their act and deed and made on behalf of said corporation, and that the facts stated therein are true.

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GIVEN under my hand on November 20, 2000.

Teresa P. Surratt - Notary Public

My commission expires: May 31, 2004

(Seal)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FRAMATOME ANP, INC.", CHANGING ITS NAME FROM "FRAMATOME ANP, INC." TO "AREVA NP INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MARCH, A.D. 2006, AT 9:16 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

COMMONWEALTH OF VIRGINIA CITY OF LYNCHBURG / U.S.A. I, DANITA R. KIDD, Notary Public, certify with my seal that this document is a true, complete and unaltered photocopy of the original document.

Commission Expires: December 31, 2012

<NOTARY PUBLIC - Registration # 205569





Garriet Smith Windson

Harriet Smith Windsor, Secretary of State AUTHENTICATION: 4593593

DATE: 03-15-06

PATENT REEL: 024045 FRAME: 0843

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STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

State of Delaware Secretary of State Division of Corporations Delivered 09:30 AM 03/15/2006 FILED 09:16 AM 03/15/2006 SRV 060248771 - 2194311 FILE

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

- 1. The name of the corporation (herein after called the "Corporation") is Framatome ANP, Inc
- That by unanimous consent of the Executive Committee acting with full authority for the Board of Directors of FRAMATOME ANP, INC., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said Corporation to change the name to AREVA NP INC.
- That thereafter, by consent of the sole stockholder of said corporation in accordance with the General Corporation Law of the State of Delaware the following amendment to the certificate of incorporation was approved:

RESOLVED, by Framatome USA, Inc., as holder of 100% of the outstanding voting stock power of Framatome ANP, Inc. (the "Company"), that Article FIRST of the Certificate of Incorporation of the Company be amended to read in its entirety as follows:

"FIRST: The name of the corporation is AREVA NP INC."

RESOLVED FURTHER, that the proper officers of this Company, each acting severally and without the necessity of being joined by any other party, are hereby authorized to take any and all actions and to execute and deliver all instruments or other documents deemed by them, or any one of them, to be necessary or desirable in order to carry out the intent of the foregoing resolution.

4 The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of Delaware.

IN WITNESS WIIEREOF, said corporation has caused this certificate to be signed this / 2006.

By: 10.17-15 Authorized Officer Title: SECRETARY Name: DAVID F. GUZA



STATE OF VIRGINIA CITY OF LYNCHBURG

I, Danita R. Kidd, a Notary Public of and for the City aforesaid in the State of Virginia, hereby certify that David F. Guza personally appeared and subscribed before me this 13 day of Masca, 2006

NOTARY PUBLIC

Danila R. Kidd NOIARY PUBLIC Commonwealth of VA Comm. Excises: 12-31-08

My Commission Expires: Dec. 31, 2008

COMMONWEALTH OF VIRGINIA CITY OF LYNCHBURG / U.S.A. I, DANITA R. KIDD, Notary Public, certify with my seal that this document is a true, complete and unaltered photocopy of the original document.

Commission Expires: December 31, 2012

NOTARY PUBLIC - Registration # 205569

PATENT REEL: 024045 FRAME: 0844

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KID,

RECORDED: 03/09/2010