## PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY DATA							
			lame	Execution Date			
Howard Derrick Keller				04/22/2010			
Joseph Riley Prince				04/22/2010			
RECEIVING PARTY DATA							
Name:	Babcock Pov	Babcock Power Services Inc.					
Street Address:	5 Neponset S	5 Neponset Street					
City:	Worcester	Worcester					
State/Country:	MASSACHU	MASSACHUSETTS					
Postal Code:	01606	01606					
Property Type			Number				
Patent Number: 68588		68588	113				
Property Type Number   Patent Number: 6858813   CORRESPONDENCE DATA							
Fax Number: (617)439-4170							
Fax Number:(617)439-4170Correspondence will be sent via US Mail when the fax attempt is unsuccessful.							
Phone: 203-975-7505							
Phone: 203-975-7505 Email: dkacinski@eapdlaw.com							
Correspondent Name:   Edwards Angell Palmer & Dodge LLP     Address Line 1:   P.O. Box 55874							
Address Line 1: P.O. Box 53674 Address Line 4: Boston, MASSACHUSETTS 02205							
	·						
ATTORNEY DOCKET NUMBER:			49389.0002				
NAME OF SUBMITTER:			Denise Kacinski				
Total Attachments: 5 source=6858813 Assignment#page1.tif source=6858813 Assignment#page2.tif							

501158041

source=6858813 Assignment#page3.tif

PATENT REEL: 024286 FRAME: 0142

## **ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by Howard Derrick Keller and Joseph Riley Prince (hereinafter referred to as Assignors), residing at 1 Old Tyler Court, Greenville, South Carolina 29615; and 190 Bullman Road, Roebuck, South Carolina 29376, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in WELD OVERLAY SYSTEM, set forth in a Patent application for Letters Patent of the United States, filed on May 2, 2003 and assigned U.S. Patent Application Serial No. 10/428,346, now U.S. Patent No. 6,858,813 granted February 22, 2005; and

WHEREAS, Babcock Power Services Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 5 Neponset Street, Worcester, Massachusetts 01606 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same

49389/0002

PATENT REEL: 024286 FRAME: 0143

would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent applications for Letters Patent for said inventions for Letters Patent for said inventions for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to

49389/0002

PATENT REEL: 024286 FRAME: 0144

comply with the rules of the United States Patent and Trademark Office for recordation of this document:

## EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

49389/0002

	Jaseph Rily Frin					
	Joseph Riley Prince					
Date: April 22,2010						
United States of America	)					
State of <u>SC</u>	) ss.:					
County of Spartanbung	)					
On this 22 <sup>nd</sup> day of April	, <u>2010</u> , before me					
personally came Joseph Riley Pr	nce, to me known to be the individual					
described in and who executed the foregoing instrument, and acknowledged execution						
of the same.						
<	A					

Notary Public

Wy Commission Expires January 22, 2012

49389/0002

1 Honora	Calle Ca					
/// \	ard Derrick Keller					
Date: 4/22/10						
United States of America )						
State of $S_1 \subseteq I$ ) ss.:						
County of Sparston Durg )						
pastil dalay						
On this 22 day of April , 2	∧) ∧ , before me					
	known to be the individual					
described in and who executed the foregoing instrument, and acknowledged execution						
of the same.	a donnomodged exceduori					
Notary Public	Thall					
riotaly r dbie						

My Commission Expires January 22, 2012

STM 288032.1

**RECORDED: 04/26/2010**