

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lockheed Martin Idaho Technologies Company	09/14/1999
RECEIVING PARTY DATA	
Name:	Bechtel BWXT Idaho, LLC
Street Address:	P.O. Box 1625
City:	Idaho Falls
State/Country:	IDAHO
Postal Code:	83415-3899
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	07634251
CORRESPONDENCE DATA	
Fax Number:	(208)526-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2085266339
Email:	kathryn.harris@inl.gov
Correspondent Name:	Battelle Energy Alliance, LLC
Address Line 1:	P.O. Box 1625
Address Line 4:	Idaho Falls, IDAHO 83415-3899
ATTORNEY DOCKET NUMBER:	COLE-1
NAME OF SUBMITTER:	Stephen R. Christian
Total Attachments: 4 source=Cole_LMTCOtoBBWIAssign#page1.tif source=Cole_LMTCOtoBBWIAssign#page2.tif source=Cole_LMTCOtoBBWIAssign#page3.tif source=Cole_LMTCOtoBBWIAssign#page4.tif	

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PATENT
REEL: 024593 FRAME: 0752

**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
761	Device and Method for Determining Nutrient Limitations of Aquifer Microorganisms	08/448,022	5686299	Patent Issued		
761A	Device and Method for Determining Nutrient Limitations of Aquifer Microorganisms	08/967,472	5922559	Patent Issued		
765A	Method for Detecting the Presence of a Ferromagnetic Object	09/104,854		Patent Pending	99-LA-005	
771	Method for In-Situ Bioremediation of Hexavalent Chromium Contaminated Soils and/	08/452,591	5681739	Patent Issued		
773	Storage of Ions on a Solid Surface for Pulsed Ion Source			Elected		
777	Capacitor Based Method for Directly Detecting Negative Ions with an Analog Multiplier	08/536,233	5665966	Patent Issued		
782	Method and Specialized Radiation Dosimetry Compounds for Performing Remote Radiation			Elected		
783	Ultrasound Enhanced Submerged Reactive Arc Plasma Reactor			Evaluation in Progress		
COLE-1	Fracture Detection Logging Tool		5121363	Licensed in Technologies		
COLE-2	Downhole Electro-Hydraulic Vertical Shear Wave Seismic Source		5229554	Licensed in Technologies		
COLE-3	Method and Apparatus for the Downhole Measurement of Elastic Rock Properties		5229552	Licensed in Technologies		
COLE-4	Method and Apparatus for Improving Cement Bond			Not Previously Reviewed		
COLE-5	Apparatus for Assembling, Deploying, Coupling, and Retrieving Downhole Multicomponent Seismic Sensor Arrays			Licensed in Technologies		

PATENT

RECORDED: 06/25/2010

REEL: 024593 FRAME: 0756

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

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