

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL KENWOOD ASSET MANAGEMENT, LLC	09/30/2011
RECEIVING PARTY DATA	
Name:	FLUOR ENTERPRISES, INC.
Street Address:	6700 LAS COLINAS BOULEVARD
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	12397481
Application Number:	12121733
PCT Number:	US0882644
Application Number:	12136625
PCT Number:	US0882634
Application Number:	11941024
PCT Number:	US0882617
CORRESPONDENCE DATA	
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Correspondent Name:	JENNIFER M. MCGREW, ESQ.
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PATENT
 REEL: 027097 FRAME: 0761

ATTORNEY DOCKET NUMBER:	821022-630001
NAME OF SUBMITTER:	JENNIFER M. MCGREW
<p>Total Attachments: 4 source=57. Assignment of Security Interests#page1.tif source=57. Assignment of Security Interests#page2.tif source=57. Assignment of Security Interests#page3.tif source=57. Assignment of Security Interests#page4.tif</p>	

EXECUTION VERSION

ASSIGNMENT OF SECURITY INTEREST

This ASSIGNMENT OF SECURITY INTEREST (this "Assignment"), dated as of September 30, 2011, is made by Michael Kenwood Asset Management, LLC, a Delaware limited liability company ("MKAM"), in favor of Fluor Enterprises, Inc., a California corporation ("Fluor").

RECITALS

A. NuScale Power, Inc., an Oregon corporation (the "Borrower"), MKAM and other lenders (the "Lenders") are party to the Senior Secured Convertible Loan & Consent Agreement dated January 19, 2010 (together with all amendments and modifications from time to time thereafter made thereto, the "2010 Loan Agreement").

B. Pursuant to the 2010 Loan Agreement, the Borrower granted to MKAM a first priority security interest upon and in all of the Borrower's right, title and interest in and to the Collateral (as defined in the 2010 Loan Agreement), including but not limited to the patent applications and exclusive license agreement set forth in Schedule 1 hereto (the "IP Collateral").

C. Redacted versions of the 2010 Loan Agreement were recorded with the United States Patent and Trademark Office on January 29, 2010 on Reels/Frames 023874/0802 and 023874/0856 to confirm and evidence MKAM's and the Lenders' security interest in the IP Collateral granted pursuant to the 2010 Loan Agreement.

D. Pursuant to the 2010 Loan Agreement, each of MKAM and the Lenders made a loan to the Borrower. The loans were evidenced by a senior secured convertible promissory note (the "Note"). On August 30, 2010, the then-outstanding aggregate principal amount of the Note was converted into Series A Preferred Stock of the Borrower.

E. Subsequent to the conversion of the then-outstanding principal amount of the Note, MKAM made additional disbursements to the Borrower under the Note and, as a result, MKAM retained its security interest in the IP Collateral.

F. Contemporaneously with the execution of this Assignment, MKAM and Fluor have entered into a Loan Assignment and Assumption Agreement, dated as of September 30, 2011, pursuant to which, among other things, MKAM sold and assigned to Fluor all of MKAM's rights under the 2010 Loan Agreement including the rights of MKAM in respect of its continuing interest in the IP Collateral.

G. MKAM desires that this Assignment be recorded with the U.S. Patent and Trademark Office to confirm and evidence the assignment of MKAM's security interest in the IP Collateral to Fluor.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, MKAM agrees as follows:

1. Assignment of Security Interest. MKAM hereby sells and assigns to Fluor, and Fluor hereby purchases and assumes from MKAM, effective as of the date hereof, the rights of MKAM in respect of any lien, encumbrance, charge or security (or any arrangement which has substantially the same commercial or substantive effect as the creation of security) in the property or assets of the Borrower granted to, or for the benefit of, MKAM pursuant to the 2010 Loan Agreement, including but not limited to the IP Collateral.

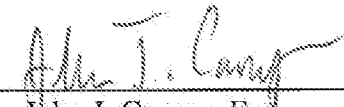
2. Purpose. This Assignment has been executed and delivered by MKAM for the purpose of recording the assignment of security interest herein with the United States Patent and Trademark Office.

3. Governing Law. This Assignment is to be construed in accordance with and governed by the internal laws of the State of Texas without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the parties hereto; provided, however, that to the extent there is any conflict between Texas law and the federal law(s) applicable to the Receiver, MKAM as a receivership entity and the assets of MKAM as part of the receivership estates pursuant to the Receivership Orders or any other orders of the Court (as such terms are defined in the Securities Purchase Agreement between Fluor, MKAM and MK Master Investments, LP dated as of September 30, 2011), such federal law(s) shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, MKAM has caused this Assignment to be executed and delivered by its duly authorized officer or representative as of the date first above written.

MICHAEL KENWOOD ASSET
MANAGEMENT, LLC

By: 
Name: John J. Carney, Esq.
Title: Receiver for the Assets of Michael
Kenwood Asset Management, LLC

SCHEDULE 1

U.S. and PCT Patents

I. Owned Patents

The Collateral includes the following patent applications owned by the Borrower:

Title	Appl No.	Filing Date
Reactor Vessel Coolant Deflector Shield	12/393,577	11/17/08
Seismically Isolated Containment Vessel	12/272,235	11/17/08
Steam Generator Flow By-Pass System	12/272,175	11/17/08
Reactor Vessel Reflector With Integrated Flow-Through	12/272,215	11/17/08
Cable Operated Control Drive Mechanisms	61/185,069	6/8/09

II. License Agreement

Patent License Agreement between the Borrower and the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University effective November 18, 2007 (together with all amendments and modifications from time to time thereafter made thereto), pursuant to which the following patent applications are exclusively licensed to the Borrower:

Title	Appl No.	Filing Date
Evacuated Containment Vessel For A Nuclear Reactor	12/397,481	3/4/09
Passive Emergency Feedwater System	12/121,733	5/15/08
Passive Emergency Feedwater System	US08/82644	11/6/08
Stable Startup System For A Nuclear Reactor	12/136,625	6/10/08
Stable Startup System For A Nuclear Reactor	US08/82634	11/6/08
Internal Dry Containment Vessel For A Nuclear Reactor	11/941,024	11/15/07
Submerged Containment Vessel For A Nuclear Reactor	US08/82617	11/6/08