

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>SOFCo-EFS Holdings LLC</td> <td>03/27/2007</td> </tr> <tr> <td>McDermott Technology, Inc.</td> <td>03/27/2007</td> </tr> <tr> <td>BWX Technologies, Inc.</td> <td>03/27/2007</td> </tr> </tbody> </table>		Name	Execution Date	SOFCo-EFS Holdings LLC	03/27/2007	McDermott Technology, Inc.	03/27/2007	BWX Technologies, Inc.	03/27/2007		
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<table border="1"> <tr> <td>Name:</td> <td>Rolls-Royce Fuel Cell Systems (US) Inc.</td> </tr> <tr> <td>Street Address:</td> <td>6065 Strip Avenue NW</td> </tr> <tr> <td>City:</td> <td>North Canton</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44720</td> </tr> </table>		Name:	Rolls-Royce Fuel Cell Systems (US) Inc.	Street Address:	6065 Strip Avenue NW	City:	North Canton	State/Country:	OHIO	Postal Code:	44720
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PROPERTY NUMBERS Total: 1											
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Patent Number:	5938800										
CORRESPONDENCE DATA											
Fax Number:	(317)636-1507										
Phone:	317-238-6284										
Email:	ipdocketing@kdlegal.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Paul Gosnell, Esq.										
Address Line 1:	Krieg DeVault LLP										
Address Line 2:	One Indiana Square, Suite 2800										
Address Line 4:	Indianapolis, INDIANA 46204										
ATTORNEY DOCKET NUMBER:	RORO-738										
NAME OF SUBMITTER:	Angelina J. Shaw										
Total Attachments: 10											

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PATENT ASSIGNMENT

This Patent Assignment is entered into as of March 30, 2007 (the "Effective Date") by and among SOFCo-EFS Holdings LLC, a Delaware limited liability company ("SOFCo"), McDermott Technology, Inc., a Delaware corporation ("MTI"), and BWX Technologies, Inc., a Delaware corporation ("BWXT," and together with SOFCo and MTI, the "Assignors"), and Rolls-Royce Fuel Cell Systems (US) Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement dated as of March 20, 2007 (the "Purchase Agreement") among the Assignors, The Babcock & Wilcox Companies, a Delaware corporation ("BWC"), the Assignee, and Rolls-Royce Fuel Cell Systems Limited, a company limited by shares and incorporated and registered in England and Wales ("RRFCS-UK"), pursuant to which the Assignors have agreed to sell to the Assignee the patents and patent applications set forth on Schedule A appended hereto (the "Patents"); and

WHEREAS, the Assignors and the Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to the Assignee of this instrument evidencing the assignment, sale, and transfer to the Assignee of the Patents.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee agree as follows:

1. The Assignors hereby sell, grant, assign, transfer, and deliver to the Assignee all of their rights, title, and interests in and to the Patents and all continuing applications, reissues, divisions, continuations, continuations in part, extensions, renewals, and reexaminations of any of the Patents, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns, and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignors had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Patents with the right to sue and collect the same for the Assignee's own use or for the use of its successors, assigns, or other legal representatives.

2. This Patent Assignment shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Patent Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Patent Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. The Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all patents and applications for the Patents to the Assignee as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment, and to issue to the Assignee all patents which may issue with respect to any applications for a patent included in the Patents, in accordance with this Patent Assignment.

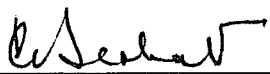
6. The Assignors hereby agree to execute such other documents and take such other actions as may be requested by the Assignee to evidence more fully the transfer of ownership of the Patents to Assignee.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

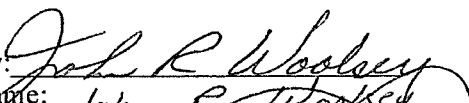
IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNORS:

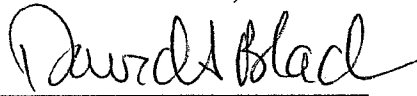
SOFCO-EFS HOLDINGS LLC

By: 
Name: CF Seabour
Title: Assistant Secretary

MCDERMOTT TECHNOLOGY, INC.

By: 
Name: John R. Woolsey
Title: President

BWX TECHNOLOGIES, INC.

By: 
Name: David S. Bloem
Title: Vice President and Controller

ASSIGNEE:

ROLLS-ROYCE FUEL CELL SYSTEMS (US) INC.

By: _____
Name:
Title:

5. The Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all patents and applications for the Patents to the Assignee as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment, and to issue to the Assignee all patents which may issue with respect to any applications for a patent included in the Patents, in accordance with this Patent Assignment.

6. The Assignors hereby agree to execute such other documents and take such other actions as may be requested by the Assignee to evidence more fully the transfer of ownership of the Patents to Assignee.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNORS:

SOFCO-EFS HOLDINGS LLC

By: _____
Name:
Title:

MCDERMOTT TECHNOLOGY, INC.

By: _____
Name:
Title:

BWX TECHNOLOGIES, INC.

By: _____
Name:
Title:

ASSIGNEE:

ROLLS-ROYCE FUEL CELL SYSTEMS (US) INC.

By: *MARG S. FLEINER*
Name: *MARG S. FLEINER*
Title: *PRESIDENT*

[FORM OF OHIO NOTARIZATION]

STATE OF OHIO)
CITY/COUNTY OF Stark) ss.

Before me, a notary public in and for said county, personally appeared MARK S. FLEINER known to me to be the person who, as PRESIDENT of Rolls - Royce Fuel Cell Systems (US) Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal, at Stark State College this 26 day of March, 2007.

Elizabeth Spindler
Notary Public

My Commission Expires: 10/8/08

[FORM OF VIRGINIA NOTARIZATION]

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Lynchburg) to wit

I, ANNE H. MOORE, a notary public in and for the
State and County (or City) aforesaid, do certify that JOHN R. WOOLSKY,
whose name, as PRESIDENT of MCDERMOTT TECHNOLOGY, INC.
, is signed to the writing above, bearing date on the 30th day of MARCH 2007,
has acknowledged the same before me in my County (or City) aforesaid.

Given under my hand and official seal this 27th day of MARCH 2007.

My term of office expires on 28th day of FEBRUARY 2009.

Anne H. Moore
Notary Public

[FORM OF VIRGINIA NOTARIZATION]

COMMONWEALTH OF VIRGINIA)
) to wit
CITY/COUNTY OF LYNCHBURG)

I, ANNA H. MOORE, a notary public in and for the State and County (or City) aforesaid, do certify that C. F. SEAROC, whose name, as ASSIGNMENT SECRETARY of SOFCO-EFS HOLDINGS LLC, is signed to the writing above, bearing date on the 30th day of MARCH 2009, has acknowledged the same before me in my County (or City) aforesaid.

Given under my hand and official seal this 27th day of MARCH 2009.

My term of office expires on 28th day of FEBRUARY 2009.

Anna H. Moore
Notary Public

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[FORM OF VIRGINIA NOTARIZATION]

COMMONWEALTH OF VIRGINIA)
) to wit
CITY/COUNTY OF LYNCHBURG)

I, ANNIS H Moore, a notary public in and for the State and County (or City) aforesaid, do certify that DAVID S. BLACK, whose name, as Vice Pres. Eastern Division of BWX Technologies, Inc., is signed to the writing above, bearing date on the 30th day of MARCH 2007, has acknowledged the same before me in my County (or City) aforesaid.

Given under my hand and official seal this 27th day of MARCH 2007.

My term of office expires on 28th day of FEBRUARY 2009.

Annis H Moore
Notary Public

Schedule A

Patents and Patent Applications Therefor

Patent	Patent (Application) No.	Country	Issuance (Application Date)
COMPACT MULTI-FUEL STEAM REFORMER	5938800	United States of America (US)	Granted 08/17/1999
INTEGRATED MANIFOLD/REFORMER FOR FUEL CELL SYSTEMS	6326095	United States of America (US)	Granted 12/04/2001
	770522	Australia (AU)	Granted 06/10/2004
	2325801	Canada (CA)	Granted 08/17/2004
	00310182.1	European Patent Convention (EP)	Published 11/16/2000
	2000-375975	Japan (JP)	Published 12/11/2000
VIA FILLED INTERCONNECT FOR SOLID OXIDE FUEL CELLS	6183897	United States of America (US)	Granted 02/06/2001
	410993	Austria (AT)	Granted 06/16/2003
	766866	Australia (AU)	Granted 03/07/2000
	2384785	Canada (CA)	Granted 01/30/2007
	0993059	Switzerland (CH)	Granted 03/08/2002
	ZL008128588	China (Peoples Re- public) (CN)	Granted 12/01/2004
	69900574.4	Germany (DE)	Granted 03/08/2002
	0993059	European Patent Convention (EP)	Granted 12/12/2001
	0993059	United Kingdom (GB)	Granted 02/02/2002
	PCT2002/00346	India (IN)	Pending 03/13/2002

Patent	Patent (Application) No.	Country	Issuance (Application Date)
	3576881	Japan (JP)	Granted 07/16/2004
	0533149	Korea, Republic of (KR)	Granted 11/25/2005
	236683	Mexico (MX)	Granted 05/08/2006
	0993059	Netherlands (NL)	Granted 03/08/2002
METHOD AND APPARATUS FOR FILTERING HOT SYNGAS	6077490	United States of America (US)	Granted 06/20/2000
MULTI-STREAM ENERGY SOURCE STEAM GENERATOR	6588379	United States of America (US)	Granted 07/08/2003
SELECTIVELY CONTROLLABLE MODULAR AUTO- THERMAL REFORMER AND METHOD FOR SAME	6767376	United States of America (US)	Granted 07/27/2004
HIGH PERFORMANCE CERAMIC FUEL CELL INTERCONNECT WITH INTEGRATED FLOWPATHS AND METHOD FOR MAKING SAME	6949307	United States of America (US)	Granted 09/27/2005
	784450	Australia (AU)	Granted 07/20/2006
	2391704	Canada (CA)	Granted 10/03/2006
	02256933.9	European Patent Convention (EP)	Pending 10/07/2002
	2002-236915	Japan (JP)	Published 08/15/2002
POST-REFORMER TREATMENT OF REFORMATE GAS	20060029540	United States of America (US)	Published 08/05/2004
	2005203497	Australia (AU)	Pending 08/05/2005

Patent	Patent (Application) No.	Country	Issuance (Application Date)
	2503603	Canada (CA)	Pending 04/05/2005
	05252871.8	European Patent Convention (EP)	Pending 05/10/2005
	2005-150790	Japan (JP)	Published 05/24/2005
	2005-43713	Korea, Republic of (KR)	Pending 05/24/2005
PARTIAL OXIDATION PREMIX BURNER	60/881,789	United State of America (US)	Provisional Pending 01/22/2007