502076758 09/27/2012

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Yuanming R Li	11/17/2011
Jeffrey C Millman	11/17/2011
Roy McGillivray	11/17/2011

RECEIVING PARTY DATA

Name:	Babcock & Wilcox Canada Ltd.	
Street Address:	581 Coronation Boulevard	
City:	Cambridge, Ontario	
State/Country:	CANADA	
Postal Code:	N1R 5V3	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13293899

CORRESPONDENCE DATA

Fax Number: 3308606609

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 330-860-1206 Email: patent@babcock.com Correspondent Name: Christopher L. Smith Address Line 1: 20 S. Van Buren Avenue

Address Line 2: Intellectual Property Department, BVCB2K

Address Line 4: Barberton, OHIO 44203

ATTORNEY DOCKET NUMBER: CASE 7457 BWCL ASSIGN NAME OF SUBMITTER: Christopher L. Smith

Total Attachments: 3

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> **PATENT** REEL: 029037 FRAME: 0040

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ASSIGNMENT TO BABCOCK & WILCOX CANADA LTD.

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THIS ASSIGNMENT made the 17th day of November, 2011, by Yuanming R. Li, residing at 309 Waterbend Cres., Kitchener, Ontario N2A 4L3 Canada, Jeffrey C. Millman, residing at 75 Nith River Way, Ayr Ontario N0B 1E0 Canada, and by Roy McGillivray, residing at 3109 Patrick Crescent, Mississauga, Ontario L5N 3G1 Canada, all citizens of Canada;

WITNESSETH: That

WHEREAS, we are the joint inventors along with Scott J. Shargots, residing at 107 Tyler Terrace, Forest, VA 24551; and by Matthew W. Ales, residing at 1481 Lake Shore Drive, Forest, VA 24551; and by Michael J. Edwards, residing at 1315 Somerset Drive, Forest, VA 24551; and by Andrew C. Whitten, residing at 25 Lasalle Ct. Apt. 302, Lynchburg, VA 24502 all citizens of the United States of America, are joint inventors of a certain new and useful improvement and invention in

PRESSURIZED WATER REACTOR WITH UPPER PLENUM INCLUDING CROSS-FLOW BLOCKING WEIR

for which we have prepared and filed an application for Letters Patent of the United States on the 10th day of November, 2011, and

WHEREAS, BABCOCK & WILCOX CANADA LTD., a Corporation amalgamated pursuant to the laws of the Province of Ontario, Canada and having its principal office at 581 Coronation Boulevard, Cambridge, Ontario, Canada, is desirous of acquiring the entire right, title, and interest in and to said improvement and invention, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, Yuanming R. Li, Jeffrey C. Millman and Roy McGillivray have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said BABCOCK & WILCOX CANADA LTD., its successors and assigns, the entire right, title, and interest in and to the above-mentioned improvement, invention, and application for Letters Patent therefor, and in and to any and all Letters Patent of the United States which may be hereinafter be granted therefor, and in and to any and all extensions, divisions, or reissues of said Letters Patent, the same to be held and enjoyed by said BABCOCK & WILCOX CANADA LTD., for its own use and behoof, and the use and behoof of its successors and assigns, to the full end of the

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term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND, for the consideration aforesaid, we hereby covenant and agree with said BABCOCK & WILCOX CANADA LTD., its successors and assigns, that at the time of the execution and delivery of these presents, we are the joint and lawful owners of the entire right, title, and interest in and to the above-mentioned improvement, invention, application, and Letters Patent above mentioned, and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth:

AND, for the consideration aforesaid, we hereby covenant and agree with said BABCOCK & WILCOX CANADA LTD., its successors and assigns, that we will, whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable or that a reissue or extension of said Letters Patent is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said improvement and invention, or for the reissue or extension of same, without charge to said BABCOCK & WILCOX CANADA LTD., or its successors or assigns, but at its or their expense.

We hereby request the Honorable Commissioner of Patents and Trademarks of the United States to issue the Letters Patent in accordance with this instrument.

AND, for the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, the entire right, title, and interest in and to any and all Letters Patent or other form of protection which may be granted in countries foreign to the United States, and in and to any and all applications for Letters Patent or other form of protection which may be filed for said improvement and invention in countries foreign to the United States, including all rights to claim priority, or other form of protection which may be granted and in and to the invention described in said applications; and we hereby authorize and empower said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, to apply for Letters Patent, or other form of protection, on said improvement and invention, in its own name or in the name of its successors, assigns, or nominees, in any and all countries where it may desire to file such

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applications and where such applications may be filed by another other than the inventors; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent, or other form of protection, for said improvement and invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on the day and year first above written.

Yuanming R. Li

Roy McGillivray

deffréy∕C. Millman

WITNESSES

Karace was

Margaret lelleker Margaret Rezintek

On this, the 17th day of Noverbeen, 2011, before me personally, Yuanming R. Li, Jeffrey C. Millman and Roy McGillivray to me known and known to me to be the persons described in and who executed the foregoing instrument; and they acknowledged to me that they executed the same for the purpose therein stated.

SWORN BEFORE ME in the

City of Cambridge in the

Province of Ontario, this

17th day of November, 20 11

A Notary Public in and for the Province of Ontario

(LS)