

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| 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>Sergey Mikahilovich BASHKIRTSEV</td> <td>05/25/2011</td> </tr> <tr> <td>Valery Vladimirovich KEVROLEV</td> <td>05/25/2011</td> </tr> <tr> <td>Alexey Glebovich MOROZOV</td> <td>05/25/2011</td> </tr> <tr> <td>Valentin Fedorovich KUZNETSOV</td> <td>05/26/2011</td> </tr> <tr> <td>Michael MONTGOMERY</td> <td>05/26/2011</td> </tr> </tbody> </table> | | Name | Execution Date | Sergey Mikahilovich BASHKIRTSEV | 05/25/2011 | Valery Vladimirovich KEVROLEV | 05/25/2011 | Alexey Glebovich MOROZOV | 05/25/2011 | Valentin Fedorovich KUZNETSOV | 05/26/2011 | Michael MONTGOMERY | 05/26/2011 |
| Name | Execution Date | | | | | | | | | | | | |
| Sergey Mikahilovich BASHKIRTSEV | 05/25/2011 | | | | | | | | | | | | |
| Valery Vladimirovich KEVROLEV | 05/25/2011 | | | | | | | | | | | | |
| Alexey Glebovich MOROZOV | 05/25/2011 | | | | | | | | | | | | |
| Valentin Fedorovich KUZNETSOV | 05/26/2011 | | | | | | | | | | | | |
| Michael MONTGOMERY | 05/26/2011 | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>Thorium Power, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1600 Tysons Blvd., Suite 550</td> </tr> <tr> <td>City:</td> <td>McLean</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>22102</td> </tr> </table> | | Name: | Thorium Power, Inc. | Street Address: | 1600 Tysons Blvd., Suite 550 | City: | McLean | State/Country: | VIRGINIA | Postal Code: | 22102 | | |
| Name: | Thorium Power, Inc. | | | | | | | | | | | | |
| Street Address: | 1600 Tysons Blvd., Suite 550 | | | | | | | | | | | | |
| City: | McLean | | | | | | | | | | | | |
| State/Country: | VIRGINIA | | | | | | | | | | | | |
| Postal Code: | 22102 | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13695792</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13695792 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| Application Number: | 13695792 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| <p>Fax Number: 7037707901 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 7037707534 Email: dexter.forbes@pillsburylaw.com Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN, LLP Address Line 1: 1650 Tysons Blvd Address Line 2: Benjamin L. Kiersz Address Line 4: McLean, VIRGINIA 22102</p> | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 025633-0413001 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Benjamin L. Kiersz | | | | | | | | | | | | |

CH \$40.00 13695792

Total Attachments: 5

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PATENT

Attorney's Docket Nos. 025633-0384890, -0388272, -392058, -0395458, -0386359, -0392059, -0376784, and -0395277

For: U.S. Rights and Foreign Rights
For: U.S., PCT, and Foreign Patent Applications
By: Inventor

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR:

Valentin Fedorovich KUZNETSOV
Veshnyakovskaya Ulitsa
House 4, Building 3, Apt. 68
Moscow 111402
Russia

hereby sells, assign and transfers to

ASSIGNEE:

Thorium Power, Inc.
1600 Tysons Blvd. Suite 550
McLean, VA 22102

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the following inventions and/or applications:

| ATTORNEY DOCKET NO. | TITLE | APPLICATION NO. | FILING DATE |
|------------------------|---|---|----------------------|
| 025633-0384890 | METAL FUEL ASSEMBLY | U.S. Serial No. 61/333,467 | May 11, 2010 |
| 025633-0388272 | METAL FUEL ASSEMBLY | U.S. Serial No. 61/393,499 | October 15, 2010 |
| 025633-392058 | METAL FUEL ASSEMBLY | U.S. Serial No. 61/444,990 | February 21, 2011 |
| 025633-0395458 | FUEL ASSEMBLY | International Application No. PCT/US2011/036034 | May 11, 2011 |
| 025633-0386359 | NUCLEAR REACTOR (ALTERNATIVES), FUEL ASSEMBLY OF SEED-BLANKET SUBASSEMBLIES FOR NUCLEAR REACTOR (ALTERNATIVES) AND FUEL | U.S. Serial No. 61/432,741 | January 14, 2011 |

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Attorney's Docket Nos. 025633-0384890, -0388272, -392058, -0395458, -0386359, -0392059, -0376784, and -0395277

| | | | |
|----------------|---|---|----------------------|
| 025633-0392059 | ELEMENT FOR FUEL ASSEMBLY NUCLEAR REACTOR (ALTERNATIVES), FUEL ASSEMBLY OF SEED-BLANKET SUBASSEMBLIES FOR NUCLEAR REACTOR (ALTERNATIVES) AND FUEL ELEMENT FOR FUEL ASSEMBLY | U.S. Serial No. 13/047,168 | March 14, 2011 |
| 025633-0376784 | NUCLEAR REACTOR (ALTERNATIVES), FUEL ASSEMBLY OF SEED-BLANKET SUBASSEMBLIES FOR NUCLEAR REACTOR | International Application No. PCT/RU2007/000732 | December 26, 2007 |
| 025633-0395277 | FUEL ASSEMBLY FOR A LIGHT- WATER NUCLEAR REACTOR (EMBODIMENTS), LIGHT-WATER NUCLEAR REACTOR AND FUEL ELEMENT OF THE FUEL ASSEMBLY | International Application No. PCT/RU2008/000801 | December 25, 2008 |

and any legal equivalents thereof in any country (U.S. and foreign), including the right to claim priority and, in and to, all Letters Patent to be obtained for said inventions by the above applications or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: _____

05.26.11



Valentin Fedorovich KUZNETSOV (deceased)
by his legal representative, widow, and
heir, Tatjana Ivanovna KUZNETSOVA

PATENT

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ASSIGNORS:

Sergey Mikhailovich BASHKIRTSEV
Ulitsa Vrubelya
House 10, Apt. 31
Moscow, 125080
Russia

Valery Vladimirovich KEVROLEV
Pereulok Angelov
House 9, Building 2, Apt. 209
Moscow, 123368
Russia

Alexey Glebovich MOROZOV
Ulitsa Narodnogo Opolcheniya
House 22, Building 2, Apt. 221
Moscow, 123423
Russia

hereby sell, assign and transfer to

ASSIGNEE:

Thorium Power, Inc.
1600 Tysons Blvd, Suite 550
McLean, VA 22102

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the following inventions and/or applications:

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Assignment of Invention - page 1 of 2

PATENT
REEL: 030101 FRAME: 0677

| | | | |
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| 025633-0386359 | NUCLEAR REACTOR (ALTERNATIVES), FUEL ASSEMBLY OF SEED-BLANKET SUBASSEMBLIES FOR NUCLEAR REACTOR (ALTERNATIVES) AND FUEL ELEMENT FOR FUEL ASSEMBLY | PCT/US2011/036034 U.S. Serial No. 61/432,741 | January 14, 2011 |
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and any legal equivalents thereof in any country (U.S. and foreign), including the right to claim priority and, in and to, all Letters Patent to be obtained for said inventions by the above applications or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

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Date: 25/05/2011


Signature of Sergey Mikhailovich BASHKIRTSEV

Date: 25/05/2011


Signature of Valery Vladimirovich KEVROLEV

Date: 25/05/2011


Signature of Alexey Glebovich MOROZOV

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By: Inventor

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38992 Paynes Lane
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and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the following invention(s) and/or application(s):

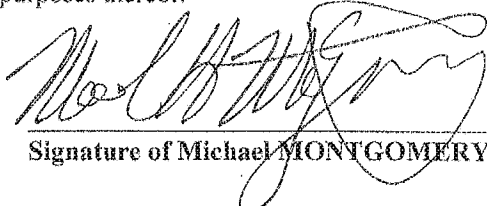
| ATTORNEY DOCKET NO. | TITLE | APPLICATION NO. | FILING DATE |
|------------------------|---------------|---|-----------------|
| 025633-0395458 | FUEL ASSEMBLY | International Application No. PCT/US2011/036034 | May 11, 2011 |

and any legal equivalents thereof in any foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said inventions by the above applications or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

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Date: 


Signature of Michael MONTGOMERY