503227126 03/19/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3273744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICAH HACKETT	03/02/2015
RYAN LATTA	03/02/2015
SAMUEL J. MILLER	03/02/2015
MARK R. WERNER	03/02/2015
CHENG XU	03/02/2015
GARY POVIRK	03/16/2015

RECEIVING PARTY DATA

Name:	TERRAPOWER, LLC	
Street Address:	330 120TH AVENUE NE	
Internal Address:	SUITE 100	
City:	BELLEVUE	
State/Country:	WASHINGTON	
Postal Code:	98005	

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	61932145
Application Number:	14605831
PCT Number:	US1512925

CORRESPONDENCE DATA

Fax Number: (425)324-2889

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4253242647

Email: docketing@terrapower.com

Correspondent Name: TERRAPOWER, LLC
Address Line 1: 330 120TH AVENUE NE

Address Line 2: SUITE 100

Address Line 4: BELLEVUE, WASHINGTON 98005

ATTORNEY DOCKET NUMBER: 0114-032-001

NAME OF SUBMITTER: JOAN SCHMEICHEL

SIGNATURE:	/Joan Schmeichel/		
DATE SIGNED:	03/19/2015		
Total Attachments: 12			
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source=0114-032-001-000000_WWAssignment-Signed#page3.tif			
source=0114-032-001-000000_WWAssignment-Signed#page4.tif			
source=0114-032-001-000000_WWAssignment-Signed#page5.tif			
source=0114-032-001-000000_WWAssignment-Signed#page6.tif			

THIS ASSIGNMENT, made by Micah Hackett, Ryan Latta, Samuel J. Miller, Mark R. Werner, and Cheng Xu, who have a mailing address at c/o TerraPower, LLC., 330 120th Avenue NE, Suite 100, Bellevue, Washington 98005, and Gary Povirk who has a mailing address at 1282 Pembroke Ct., Niskayuna, New York 12309 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Nuclear Fuel Performance Modeling, set forth in a Provisional Patent application for Letters Patent of the United States, for which Assignors have filed an application for patent in the United States of America concurrently herewith. Where this Assignment is not filed concurrently with the application, the following identifying information may be added after execution:

U.S. Serial No.:	61/932,145	Filing Date:	January 27, 2014
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WHEREAS, TerraPower, LLC., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 330 120th Avenue NE, Suite 100, Bellevue, Washington 98005 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States and all foreign countries, and in and to any Letters Patent of the United States and all foreign countries to be obtained therefore and thereon.

NOW, THEREFORE, to all whom it may concern, be it known that for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect provisionals, national stage applications, divisions, continuations, continuations-in-part, substitutions, and reissues of said application, and any and all Letters Patent in the

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United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Docket no. 0114-032-001-PR0001

I hereby grant Assignee(s), the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

Date:3/2	/ ₁ s s	Signature: _	Micah Hackett
Date: <u>3/2</u>	<u>//5</u> s	Signature: _	人 よっぴ Ryan Latta
Date: <u>3/</u> 2	<u>//5</u> s	Signature: _	Sam Miller Samuel J. Miller
Date: 3/2	<u>//5</u> s	Signature: _	Mark R. Werner
Date: 3/2,	/ _{/5} s	Signature: _	Cheng Xu
Date:	S	Signature:	Gary Povirk

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NOW, THEREFORE, to all whom it may concern, be it known that for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and applications for Letters Patent, and in and to any and all direct and indirect provisionals, national stage applications, divisions, continuations, continuations-in-part, substitutions, and reissues of said application, and any and all Letters Patent in the

Docket no. 0114-032-001-PR0001

United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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Date:	Signature:	Micah Hackett
Date:	Signature:	Ryan Latta
Date:	Signature:	Sam Miller Samuel J. Miller
Date:	Signature;	Mark R. Werner
Date:	Signature:	Cheng Xu
Date: 3/16/2015	Signature:	Jus Povish Gary Polvirk

THIS ASSIGNMENT, made by Micah Hackett, Ryan Latta, Samuel J. Miller, Mark R. Werner, and Cheng Xu, who have a mailing address at c/o TerraPower, LLC., 330 120th Avenue NE, Suite 100, Bellevue, Washington 98005, and Gary Povirk who has a mailing address at 1282 Pembroke Ct., Niskayuna, New York 12309 (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in MODELING FOR FUEL ELEMENT DEFORMATION, set forth in a Patent application for Letters Patent of the United States, for which Assignors have filed an application for patent both under the Patent Cooperation Treaty (PCT) and in the United States of America concurrently herewith. Where this Assignment is not filed concurrently with the application, the following identifying information may be added after execution:

U.S. Serial No.: 14/605,831 Filing Date: January 26, 2015

PCT Serial No.: PCT/US15/12925 Filing Date: January 26, 2015

WHEREAS, TerraPower, LLC, a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 330 120th Avenue NE, Suite 100, Bellevue, Washington 98005 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States and all foreign countries, and in and to any Letters Patent of the United States and all foreign countries to be obtained therefore and thereon.

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and applications for Letters Patent, and in and to any and all direct and indirect provisionals, national stage applications, divisions, continuations, continuations-in-part, substitutions, and reissues of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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Date:	3/2/15	Signature:	Micah Hackett
Date:	3/2/15	Signature:	Rýan Latta
Date:	3/2/15	Signature:	Sant Willer Samuel J. Miller
	3/2/15	Signature:	
Date:	3/4/15	Signature:	Cheng Xu
Date:		Signature:	Gary Povirk

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Date: 3/16/2015	Signature:	Day Poweh Gary Powirk