

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3282400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/05/2014
CONVEYING PARTY DATA	
Name	Execution Date
VISTA ENGINEERING TECHNOLOGIES, INC.	02/05/2014
RECEIVING PARTY DATA	
Name:	KURION, INC.
Street Address:	1355 COLUMBIA PARK TRAIL
City:	RICHLAND
State/Country:	WASHINGTON
Postal Code:	99352
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7204208
Patent Number:	7140954
Patent Number:	7743576
Patent Number:	8333129
Patent Number:	7111884
Patent Number:	8873696
CORRESPONDENCE DATA	
Fax Number:	(503)224-2084
<i>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.</i>	
Email:	docket@stofoco.com
Correspondent Name:	STOLOWITZ FORD COWGER LLP
Address Line 1:	1140 SW 11TH AVE., SUITE 400
Address Line 4:	PORTLAND, OREGON 97205
ATTORNEY DOCKET NUMBER:	5516-0001
NAME OF SUBMITTER:	STEPHEN S. FORD
SIGNATURE:	/Stephen S. Ford/
DATE SIGNED:	03/25/2015
Total Attachments: 80	

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“Agreement”) is made and entered into as of February 5, 2014, by and among: **KURION, INC.**, a Delaware corporation (“**Parent**”); **VISTA ACQUISITION CORP.**, a Washington corporation and a wholly owned subsidiary of Parent (“**Merger Sub**”); **VISTA ENGINEERING TECHNOLOGIES, INC.**, a Washington corporation (the “**Company**”); and **PHILLIP C. OHL** as the Shareholders’ Representative (the “**Shareholders’ Representative**”). Certain other capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. [REDACTED]

B. [REDACTED]

C. [REDACTED]

AGREEMENT

The Parties agree as follows:

SECTION 1. [REDACTED]

1.1 [REDACTED]

1.2 [REDACTED]

1.3 [REDACTED]

[REDACTED]

1.4 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

1.5 [REDACTED]

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

(v) [REDACTED]

(vi) [REDACTED]

(vii) [REDACTED]

(viii) [REDACTED]

(ix) [REDACTED]

(x)

[REDACTED]

(xi)

[REDACTED]

(xii)

[REDACTED]

(xiii)

[REDACTED]

(xiv)

[REDACTED]

(c)

[REDACTED]

1.6

[REDACTED]

1.7

[REDACTED]

[REDACTED]

1.8

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

1.9

[REDACTED]

(a)

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

1.10

[REDACTED]

(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(b)

[REDACTED]

(i)

[REDACTED]

(ii)

1.11

SECTION 2.

2.1

(a)

(b)

(c)

(d)

(e)

2.2

2.3

(a)

(b)

(c)

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

2.4

[REDACTED] s .

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

2.5

[REDACTED]

[REDACTED]

2.6

[REDACTED]

2.7

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

2.8 [REDACTED]

2.9 Intellectual Property.

(a) Part 2.9(a)(i) of the Company Disclosure Schedule sets forth each trademark, trade name, service mark, service name, patent, patent application, domain name registration and registered copyright in which the Company has an ownership interest. Part 2.9(a)(ii) of the Company Disclosure Schedule identifies each trademark, trade name, service mark, service name, patent, patent application, domain name registration and registered copyright licensed to the Company by any Person (except for any trademark, trade name, service mark, service name, patent, patent application or registered copyright that is licensed to the Company under any third-party software license generally available to the public at a cost of less than \$10,000), and identifies the license agreement under which such trademark, trade name, service mark, service name, patent, patent application, registered domain name and registered copyright is being licensed to the Company. The Company has good, valid and marketable title to all of the Company Proprietary Assets identified in Part 2.9(a)(i) of the Company Disclosure Schedule, free and clear of all liens and other Encumbrances, and has a valid right to use all Company Proprietary Assets identified in Part 2.9(a)(ii) of the Company Disclosure Schedule. Except as set forth on Part 2.9(a)(i) of the Company Disclosure Schedule, the Company has not developed jointly with any other Person any Company Proprietary Asset with respect to which such other Person has any rights. Except as set forth on Part 2.9(a)(i) of the Company Disclosure Schedule and as further described below, no Governmental Body or prime contractor, higher-tier subcontractor or vendor to a Governmental Body has any right of ownership or use in any of the Company Proprietary Assets. Company has no Knowledge that any Governmental Body or prime contractor, higher-tier subcontractor or vendor to a Governmental Body has any right of ownership or use in any of the following Company Proprietary Assets or their derivatives: Electrical Resistance Tomography; Infrared Inspection of Composite Materials; or Pipeline Characterization using Tracers. Decontamination of Surface Contamination and Fogging Contamination Fixodent was jointly developed with the Idaho National Engineering Laboratory and has some U.S. Federal Government rights in use. Company has no Knowledge of any right of ownership or use by a Governmental Body in any of the Company Proprietary Assets or their derivatives that were purchased from Special Applications Technologies Inc., including Method for Dismantling Nuclear Reactor and Remote Systems and Robotic Manipulators. The Company has properly filed all disclosures, elections, and notices required to protect its ownership of inventions developed, conceived or first actually reduced to practice under Government Contracts, and has properly and sufficiently marked and protected all technical data, computer software and computer software documentation developed, delivered, or used in connection with the Government Contracts so that no more than the minimum rights required under applicable regulations and Government Contract terms, if any, have been provided.

(b) The Company has taken commercially reasonable measures and precautions to protect and maintain the confidentiality, secrecy and value of all material Company Proprietary Assets (except Company Proprietary Assets whose value would be unimpaired by public disclosure). Each current or former employee of the Company who is or was involved in, or who has contributed to, the

creation or development of any material Company Proprietary Asset has executed and delivered to the Company an agreement (containing no material exceptions to or exclusions from the scope of its coverage) that is substantially identical to the form of the Company's "Employment, Confidentiality and Intellectual Property Agreement" previously delivered by the Company to Parent, and each current and former consultant and independent contractor to the Company who is or was involved in, or who has contributed to, the creation or development of any material Company Proprietary Asset has executed and delivered to the Company an agreement (containing no material exceptions to or exclusions from the scope of its coverage) that is substantially identical to the form of Employment, Confidentiality and Intellectual Property Agreement previously delivered to Parent. To the Knowledge of the Company, no current or former employee, officer, director, shareholder, consultant or independent contractor has any right, claim or interest in or with respect to any Company Proprietary Asset.

(c) None of the Company Proprietary Assets infringes, misappropriates or conflicts with any Proprietary Asset owned or used by any other Person. The Company is not infringing, misappropriating or making any unlawful or unauthorized use of any Proprietary Asset owned or used by any other Person, and none of the products or services of the Company has at any time infringed, misappropriated or made any unlawful or unauthorized use of any Proprietary Asset owned or used by any other Person. The Company has not received any notice or other communication of any actual or alleged infringement, misappropriation or unlawful or unauthorized use of, any Proprietary Asset owned or used by any other Person. To the Knowledge of the Company, no other Person is infringing, misappropriating or making any unlawful or unauthorized use of, and no Proprietary Asset owned or used by any other Person infringes or conflicts with, any material Company Proprietary Asset.

(d) The Company Proprietary Assets constitute all the Proprietary Assets necessary to enable the Company to conduct its business in the manner in which such business has been and is being conducted. The Company has not (i) licensed any of the material Company Proprietary Assets to any Person on an exclusive basis or (ii) entered into any covenant not to compete or Contract limiting or purporting to limit the ability of the Company to exploit fully any material Company Proprietary Assets or to transact business in any market or geographical area or with any Person.

2.10

(a)

(i)

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

(vii)

[REDACTED]

(viii)

[REDACTED]

(ix)

[REDACTED]

(x)

[REDACTED]

(xi)

[REDACTED]

(xii)

[REDACTED]

[REDACTED]

(xiii)

[REDACTED]

(xiv)

[REDACTED]

(xv)

[REDACTED]

(xvi)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

2.11



2.12



(a)



(b)



2.13

[REDACTED]

2.14

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

(i)

[REDACTED]

(j)

[REDACTED]

(k)

[REDACTED]

2.15

[REDACTED]

(a)

[REDACTED]

(i)

[REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

(v) [REDACTED]

[REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

(i)

[REDACTED]

[REDACTED]

(j)

[REDACTED]

(k)

[REDACTED]

(l)

[REDACTED]

(m)

[REDACTED]

[REDACTED]

2.16

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2.18

[REDACTED]

[REDACTED]

2.19 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

2.20 [REDACTED]

2.21

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

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2.27

[REDACTED]

(a)

[REDACTED]

(b)

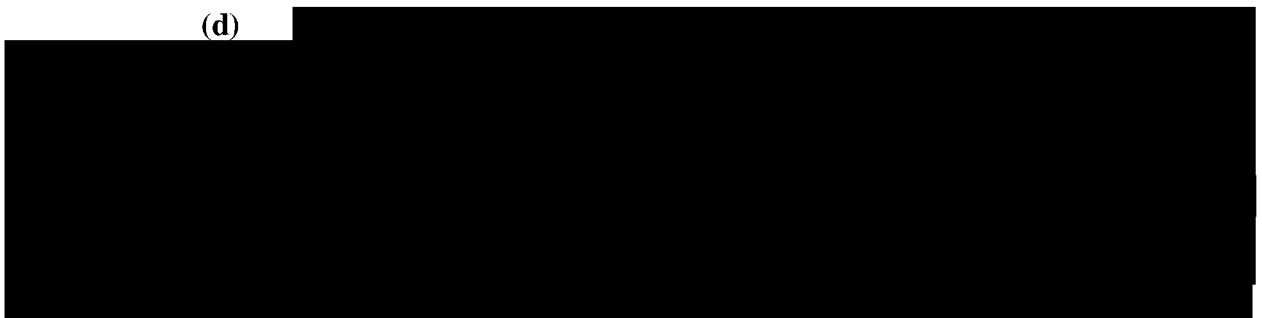
[REDACTED]

(c)

[REDACTED]



(d)



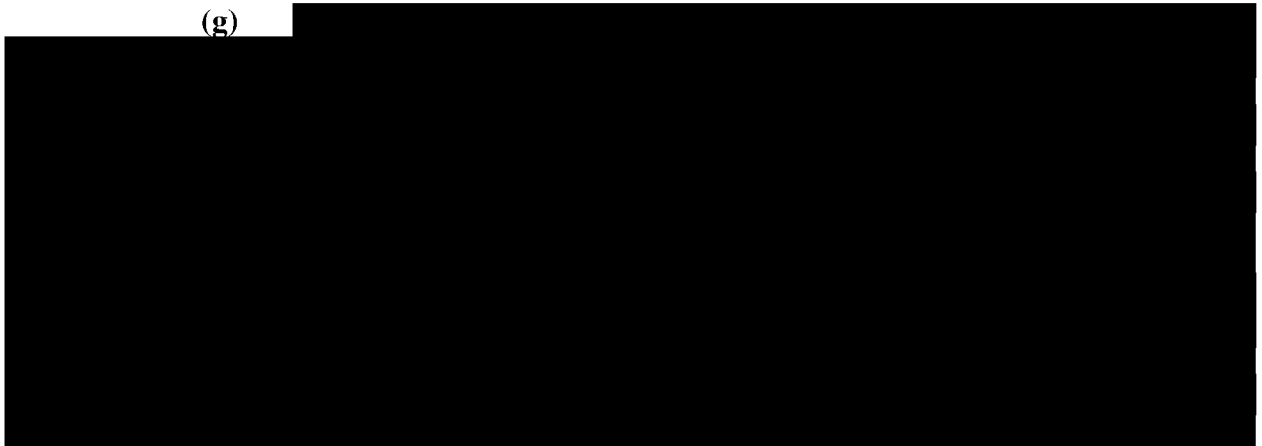
(e)



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[REDACTED]

(h)

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(m)

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[REDACTED]

(n)

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(o)

[REDACTED]

(p)

[REDACTED]

(q)

[REDACTED]

(r)

[REDACTED]

(s)

[REDACTED]

SECTION 3.

[REDACTED]

[REDACTED]

[REDACTED]

3.1 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

3.2 [REDACTED]

3.3 [REDACTED]

3.4 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

3.5

(a)

[REDACTED]

(b)

[REDACTED]

3.6 Intellectual Property. Parent has good, valid and marketable title to, or has a valid right to use, all of the Proprietary Assets necessary for Parent to perform, as currently conducted, its nuclear waste management business related to each of the following processes and technologies of the Parent: (1) GeoMelt® processes; (2) Modular Vitrification System (MVS®) processes; (3) Ion Specific Media System; (4) water treatment for strontium remediation; (5) water treatment for cesium remediation; and (6) water treatment for tritium remediation.

3.7

[REDACTED]

3.8

[REDACTED]

3.9

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

SECTION 4. [REDACTED]

4.1 [REDACTED]

4.2 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

(vii)

[REDACTED]

(viii)

[REDACTED]

(ix)

[REDACTED]

(x)

[REDACTED]

(xi)

[REDACTED]

(xii)

[REDACTED]

(xiii)

[REDACTED]

(xiv)

(xv)

(xvi)

(xvii)

(xviii)

(xix)

(c)

4.3

(a)

(b)

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(c)

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4.4

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(a)

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(c)

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4.5

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SECTION 5. [REDACTED]

5.1 [REDACTED]

5.2 [REDACTED].

(a) [REDACTED]

(b) [REDACTED]

5.3 [REDACTED]

5.4 [REDACTED]

5.5 [REDACTED]

5.6 [REDACTED]

5.7

5.8

5.9

(a)

(b)

5.10

5.11

[REDACTED]

5.12

[REDACTED]

SECTION 6.

[REDACTED]

[REDACTED]

6.1

[REDACTED]

6.2

6.3

6.4

6.5

6.6

■

[REDACTED]

■

[REDACTED]

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[REDACTED]

■

[REDACTED]

■

[REDACTED]

■

[REDACTED]

6.7

6.8

6.9

6.10

6.11

6.12

6.13

6.14

6.15

SECTION 7.

7.1

[REDACTED]

7.2

[REDACTED]

7.3

[REDACTED]

7.4

[REDACTED]

SECTION 8.

[REDACTED]

8.1

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

8.2

[REDACTED]

8.3

[REDACTED]

SECTION 9.

[REDACTED]

9.1

[REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

9.2

[REDACTED]

(a)

[REDACTED]

(i)

[REDACTED]

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

(vii)

[REDACTED]

(viii)

[REDACTED]

(b)

[REDACTED]

9.3

[REDACTED]

(a)

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[REDACTED]

(b)

[REDACTED]

(c)

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(d)

In

[REDACTED]

(e)

[REDACTED]

9.4

[REDACTED]

9.5

9.6

(a)

(b)

(c)

(d)

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(e)

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(f)

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(g)

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9.7

SECTION 10.

10.1

(a)

(b)

(c)

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(d)

A large rectangular area of the page is completely blacked out, redacting the content under label (d).

(e)

A large rectangular area of the page is completely blacked out, redacting the content under label (e).

(f)

A large rectangular area of the page is completely blacked out, redacting the content under label (f).

10.2

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10.3

A large rectangular area of the page is completely blacked out, redacting the content under label 10.3.

10.4

A large rectangular area of the page is completely blacked out, redacting the content under label 10.4.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.5

[REDACTED]

10.6

[REDACTED]

10.7

[REDACTED]

10.8

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

10.9

[REDACTED]

[REDACTED]

10.10

[REDACTED]

10.11

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

10.12

[REDACTED]

10.13

[REDACTED]

[REDACTED]

10.14

[REDACTED]

10.15

[REDACTED]

10.16

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)


[REDACTED]

(f)

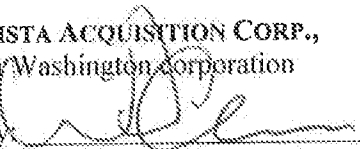
[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

KURION, INC.,
a Delaware corporation

By: 
Name: William D. Gallo
Title: Chief Executive Officer

VISTA ACQUISITION CORP.,
a Washington corporation

By: 
Name: William D. Gallo
Title: President & Chief Executive Officer

VISTA ENGINEERING TECHNOLOGIES, INC.,
a Washington corporation

By: _____
Name: Phillip C. Ohl
Title: President & Chief Executive Officer

SHAREHOLDERS' REPRESENTATIVE

By: _____
Name: Phillip C. Ohl
As Shareholders' Representative

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.


KURION, INC.,
a Delaware corporation

By: _____
Name: William D. Gallo
Title: Chief Executive Officer

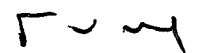
VISTA ACQUISITION CORP.,
a Washington corporation

By: _____
Name: William D. Gallo
Title: President & Chief Executive Officer

VISTA ENGINEERING TECHNOLOGIES, INC.,
a Washington corporation

By: 
Name: Phillip C. Ohl
Title: President & Chief Executive Officer

SHAREHOLDERS' REPRESENTATIVE

By: 
Name: Phillip C. Ohl
As Shareholders' Representative

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

LIST OF EXHIBITS



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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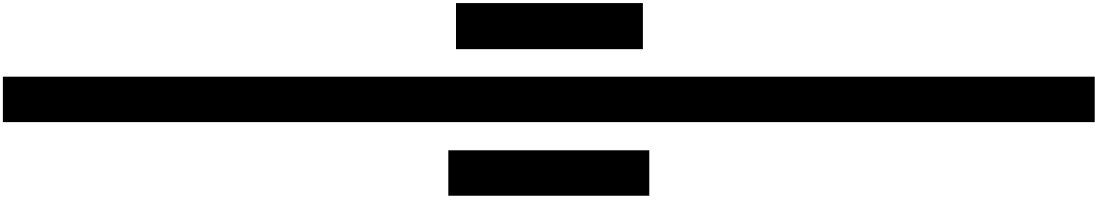




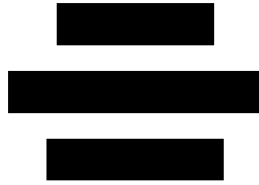


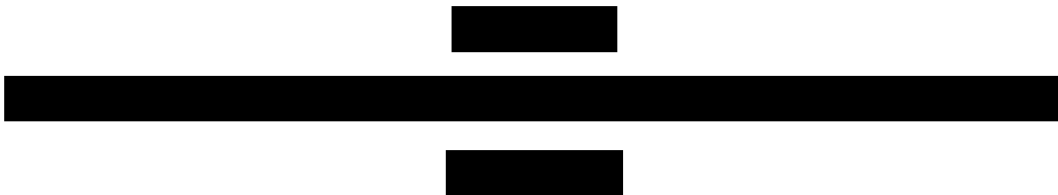














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