

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3498205

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BABCOCK & WILCOX POWER GENERATION GROUP, INC.		06/26/2015
RECEIVING PARTY DATA		
Name:	BWXT FOREIGN HOLDINGS, LLC	
Street Address:	11525 N. COMMUNITY HOUSE ROAD	
Internal Address:	SUITE 600	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28277	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Application Number:	12891317	
Application Number:	13863453	
Application Number:	13863427	
Application Number:	13863121	
Application Number:	13863047	
Application Number:	13862742	
Patent Number:	6203019	
Patent Number:	6412449	
Patent Number:	5782209	
Patent Number:	5623763	
Patent Number:	5624067	
Patent Number:	5555851	
Patent Number:	5572957	
Patent Number:	5570660	
Patent Number:	5570969	
Patent Number:	5735341	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: CEREDFERN@BWXT.COM
Correspondent Name: BWX TECHNOLOGIES, INC.
Address Line 1: 11525 N. COMMUNITY HOUSE ROAD
Address Line 2: SUITE 600
Address Line 4: CHARLOTTE, NORTH CAROLINA 28277

NAME OF SUBMITTER:	GORAN P. STOJKOVICH
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SIGNATURE:	/Goran P. Stojkovich/
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DATE SIGNED:	08/25/2015
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Total Attachments: 5

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ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS** (the “**Agreement**”) is made as of June 26, 2015 at 6:50 pm Eastern Time by and between Babcock & Wilcox Power Generation Group, Inc., a Delaware corporation (the “**Assignor**”) and BWXT Foreign Holdings, LLC, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are referred to collectively herein as the “**Parties**” and each as a “**Party**.”

RECITALS

WHEREAS, the Parties have entered into that certain Intellectual Property Agreement dated as of the date hereof (as may be amended, modified or supplemented from time to time, the “**Intellectual Property Agreement**”);

WHEREAS, Assignor owns all right, title and interest in, to and under the patents and patent applications, together with all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, and any identified invention disclosures set forth on the Schedule A attached hereto, including all right, title and interest in and to all proceeds, causes of actions and rights of recovery against third parties for past and future infringement, misappropriation, or other violation or impairment of the foregoing (collectively, the “**Patents**”).

WHEREAS, pursuant to the terms and subject to the conditions of the Intellectual Property Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to accept and acquire from Assignor, all of Assignor’s right, title and interest in and to the Patents.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and in the Intellectual Property Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the Patents.
2. Authorization to Record. The Assignor and the Assignee authorize and request Commissioner for Patents of the United States and any other official throughout the world whose duty is to register and record ownership in patent registrations and applications, to record the Assignee as the assignee and owner of any and all of the Assignor’s rights in the Patents.
3. Terms of the Intellectual Property Agreement. Nothing contained in this Agreement is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies, or obligations of the Assignor or Assignee under the Intellectual Property Agreement. In the event of any conflict or inconsistency between the terms of the Intellectual Property Agreement and the terms hereof, the terms of the Intellectual Property Agreement shall govern.
4. Binding Effect; No Third-Party Beneficiaries; Assignment. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party, except with the prior written consent of the other Party.
5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.
6. Amendment. No change or amendment may be made to this Agreement except by an instrument in writing signed on behalf of both of the Parties.

7. Construction. This Agreement shall be construed as if jointly drafted by Assignor and Assignee and no rule of construction or strict interpretation shall be applied against either Party. The Parties represent that this Agreement is entered into with full consideration of any and all rights which the Parties may have. The Parties have relied upon their own knowledge and judgment and upon the advice of the attorneys of their choosing. The Parties have had access to independent legal advice, have conducted such investigations they and their counsel thought appropriate, and have consulted with such other independent advisors as they and their counsel deemed appropriate regarding this Agreement and their rights and asserted rights in connection therewith. The Parties are not relying upon any representations or statements made by any other Party, or such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties are not relying upon a legal duty, if one exists, on the part of the other Party (or such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation, it being expressly understood that neither Party shall ever assert any failure to disclose information on the part of the other Party as a ground for challenging this Agreement. Any reference to any federal or state statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation."

8. Counterparts. This Agreement, including the Schedules hereto and the other documents referred to herein, may be executed in multiple counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement.

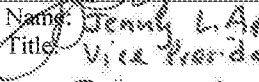
9. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

10. Severability. If any term or other provision of this Agreement is determined by a nonappealable decision by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the court, administrative agency or arbitrator shall interpret this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible. If any sentence in this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


BABCOCK & WILCOX POWER GENERATION
GROUP, INC

By:


Name: Jenny L. Adler
Title: Vice President &
Treasurer

BWXT FOREIGN HOLDINGS, LLC

By:


Name: David S. Black
Title: Treasurer

Schedule A to Assignment of Patents

CASE	S U B	TITLE	COU NTR Y	FILING DATE	APP NO	ISSUE DATE	PATENT NO	OWNER
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	CA	08-Sep-2011	2808425			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	EP	05-Mar-2013	1183114 7.1			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	TW	26-Sep-2011	1001346 39			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	AR	26-Sep-2011	2011010 3512			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	CN	30-May-2012	2011800 04814.7			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	KR	11-Mar-2013	10-2013- 7006207			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	US	27-Sep-2010	12/8913 17			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	JP	27-Mar-2013	2013- 531614			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	RU	07-Feb-2013	p201310 6699			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7326		COMPACT NUCLEAR REACTOR WITH INTEGRAL STEAM GENERATOR	WO	08-Sep-2011	PCT/US 2011/50 741			Babcock & Wilcox Canada Ltd. Babcock & Wilcox Power Generation Group, Inc. Babcock & Wilcox Nuclear Energy, Inc.
7441		PRESSURIZED WATER REACTOR WITH INTERNAL REACTOR COOLANT PUMP SYSTEM	US	16-Apr-2013	13/8634 53			Babcock & Wilcox Power Generation Group, Inc.
7439		PRESSURIZED WATER REACTOR WITH REACTOR COOLANT PUMP SYSTEM INCLUDING JET PUMPS	US	16-Apr-2013	13/8634 27			Babcock & Wilcox Power Generation Group, Inc.
7438		REACTOR COOLANT PUMP SYSTEM WITH ANNULAR FLOW TURBO PUMP	US	15-Apr-2013	13/8631 21			Babcock & Wilcox Power Generation Group, Inc.
7437		REACTOR COOLANT PUMP SYSTEM INCLUDING TURBO PUMPS SUPPLIED BY A MAINFOLD PLENUM CHAMBER	US	15-Apr-2013	13/8630 47			Babcock & Wilcox Power Generation Group, Inc.
7436		PRESSURIZED WATER REACTOR WITH REACTOR COOLANT PUMPS COMPRISING TURBO PUMPS DRIVEN BY EXTERNAL	US	15-Apr-2013	13/8627 42			Babcock & Wilcox Power Generation Group, Inc.

CASE	S U B	TITLE	COU NTR Y	FILING DATE	APP NO	ISSUE DATE	PATENT NO	OWNER
		PUMPS						
6029		MACHINE AND METHOD FOR PREVENTING FLANGE LEAKAGE	US	31-Mar-1999	09/281891	20-Mar-2001	6203019	Babcock & Wilcox Power Generation Group, Inc.
5981		SLUDGE LANCE	US	29-Jul-1998	09/124130	02-Jul-2002	6412449	Babcock & Wilcox Power Generation Group, Inc.
5981		SLUDGE LANCE	TR	24-Feb-1999	99/00414	22-Jan-2007	199900414	Babcock & Wilcox Power Generation Group, Inc.
5694		SEGMENTED AUTOMATED SLUDGE LANCE	US	20-Sep-1995	08/530814	21-Jul-1998	5782209	Babcock & Wilcox Power Generation Group, Inc.
5689		METHOD OF REPLACING PRIMARY DIVIDER PLATE IN A STEAM GENERATOR	US	01-Aug-1995	08/509906	29-Apr-1997	5623763	Babcock & Wilcox Power Generation Group, Inc.
5669		METHOD AND APPARATUS FOR WELD JOINING PIPE SECTIONS	US	26-Sep-1995	08/533896	29-Apr-1997	5624067	Babcock & Wilcox Power Generation Group, Inc.
5648		AUTOMATED SLUDGE LANCE	US	03-Apr-1995	08/416590	17-Sep-1996	5555851	Babcock & Wilcox Power Generation Group, Inc.
5621		AUTOMATED SLUDGE LANCE	US	23-Feb-1995	08/392652	12-Nov-1996	5572957	Babcock & Wilcox Power Generation Group, Inc.
5620		AUTOMATED SLUDGE LANCE	US	23-Feb-1995	08/392651	05-Nov-1996	5570660	Babcock & Wilcox Power Generation Group, Inc.
5614		COMPOSITE WATERLANCE AND CAVITY CONNECTION	US	02-Mar-1995	08/398202	05-Nov-1996	5570969	Babcock & Wilcox Power Generation Group, Inc.
6029		MACHINE AND METHOD FOR PREVENTING FLANGE LEAKAGE	CN	06-Mar-2000	00103745.5	09-Jun-2004	ZL001037455	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
6029		MACHINE AND METHOD FOR PREVENTING FLANGE LEAKAGE	CA	07-Mar-2000	2300375	06-Jan-2004	2300375	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
6029		MACHINE AND METHOD FOR PREVENTING FLANGE LEAKAGE	RO	28-Mar-2000	2000-00346	29-Dec-2006	120291	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
6029		MACHINE AND METHOD FOR PREVENTING FLANGE LEAKAGE	KR	27-Mar-2000	2000-15565	10-Oct-2006	635089	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
6029		MACHINE AND METHOD FOR PREVENTING FLANGE LEAKAGE	AR	28-Mar-2000	P000101383	24-Jan-2007	AR023191B1	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	CA	19-Feb-1999	2262335	09-Sep-2008	2262335	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	TW	03-May-1999	88107156	29-May-2000	111262	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	CN	12-Mar-1999	99103671.9	07-Jan-2004	ZL991036719	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	RU	25-Feb-1999	99104341			Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	DE	19-Feb-1999	99301215.2	06-Aug-2003	69910132.8	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	EP	19-Feb-1999	99301215.2	06-Aug-2003	0976976	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	FR	19-Feb-1999	99301215.2	06-Aug-2003	0976976	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	GB	19-Feb-1999	99301215.2	06-Aug-2003	0976976	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	PK	18-Feb-1999	109/99	18-Jun-2001	136771	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)

CASE	S U B	TITLE	COU NTR Y	FILING DATE	APP NO	ISSUE DATE	PATENT NO	OWNER
								Wilcox Company)
5981		SLUDGE LANCE	JP	18-Feb-1999	11-40404			Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	IN	18-Feb-1999	126CAL99	29-Jul-2005	194162	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	ZA	23-Feb-1999	99/1436	29-Mar-2000	99/1436	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	RO	22-Feb-1999	99-00200	21-Aug-2002	117939	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	KR	17-Mar-1999	99-8938	10-Jan-2007	670420	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	AR	23-Feb-1999	P990100644	26-Aug-2005	AR014581B1	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5981		SLUDGE LANCE	ID	29-Mar-1999	P-990285	07-Dec-2004	0014765	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5694		SEGMENTED AUTOMATED SLUDGE LANCE	CA	21-Sep-1995	2158829	04-Jul-2000	2158829	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5689		METHOD OF REPLACING PRIMARY DIVIDER PLATE IN A STEAM GENERATOR	CA	02-Aug-1995	2155272	01-Feb-2000	2155272	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5614		COMPOSITE WATERLANE AND CAVITY CONNECTION	CA	02-Mar-1995	2143915	04-Jul-2000	2143915	Babcock & Wilcox Power Generation Group, Inc. (current owner listed as The Babcock & Wilcox Company)
5881		PRIMARY DIVIDER PLATE	US	15-Nov-1996	08/749590	07-Apr-1998	5735341	Babcock & Wilcox Power Generation Group, Inc