

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4826729

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	UT-BATTELLE, LLC	01/16/2015
RECEIVING PARTY DATA		
Name:	ULTRA SAFE NUCLEAR CORPORATION	
Street Address:	188 PIEDRA LOOP	
City:	LOS ALAMOS	
State/Country:	NEW MEXICO	
Postal Code:	87544	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12959115
CORRESPONDENCE DATA		
Fax Number:	(610)407-0701	
<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:	jallen@ratnerprestia.com	
Correspondent Name:	RATNERPRESTIA	
Address Line 1:	1090 VERMONT AVE NW	
Address Line 2:	SUITE 1200	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	USN-902	
NAME OF SUBMITTER:	SUNJEEV S. SIKAND	
SIGNATURE:	/Sunjeev S. Sikand/	
DATE SIGNED:	02/15/2018	
Total Attachments: 18 source=License#page1.tif source=License#page2.tif source=License#page3.tif source=License#page4.tif source=License#page5.tif source=License#page6.tif		

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PLA-1742**LIMITED EXCLUSIVE COMMERCIAL FIELD OF USE
PATENT LICENSE AGREEMENT**

This Exclusive Commercial Patent License Agreement is between UT-Battelle, LLC (UT-Battelle), a Tennessee non-profit limited liability company ("Licensor"), and Ultra Safe Nuclear Corporation (Corporation), a Corporation having an address at 188 Piedra Loop, Los Alamos, NM 87544 ("Licensee"), hereinafter referred to singly as the "Party" or jointly as the "Parties."

**ARTICLE 1
BACKGROUND**

- 1.1 Licensor manages and operates the Oak Ridge National Laboratory under its Prime Contract No. DE-AC05-00OR22725 with the United States Department of Energy ("DOE"), an agency of the United States Government.
- 1.2 Licensor has joint ownership rights in certain patents and patent applications listed in Exhibit A.
- 1.3 Licensee desires, and Licensor is willing to grant, an exclusive license in Licensor's rights under such patents and patent applications in certain fields of use.
- 1.4 This Agreement specifically includes Exhibit A, LICENSED PATENTS, [REDACTED]
[REDACTED]
[REDACTED] which are attached.
- 1.5 Except as provided in Article 8, the license will run through the Term of this Agreement.

**ARTICLE 2
DEFINITIONS**

As used in this Agreement, the following terms will have the meanings set forth below:

- 2.3 "Effective Date" means the date of the signature of the last Party to sign this Agreement.
- 2.4 "Field(s) of Use" means and is limited to fully ceramic microencapsulated fuel for nuclear reactors and/or for encapsulation of hazardous materials and waste.
- 2.5 "Government" means the Federal Government of the United States of America.

- 2.6 "Government's License Rights" means the Government's nonexclusive, nontransferable, irrevocable, paid-up license to practice or to have practiced for or on behalf of the United States the Licensed Patents throughout the world, pursuant to 35 USC 202(c)(4).

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 2.8 "Licensed Patents" means each patent and patent application listed in Exhibit A, and any patents issuing in any country at any time from such application and any divisions, continuations, continuations-in-part (excluding those claims in such applications claiming new subject matter) thereof, and all reissues, reexaminations, substitutes, or extensions of any such patents, and all patent applications corresponding to any of the foregoing. The term "Licensed Patents" does not include any patent found to be unenforceable or invalid by a final adjudication by a Court of competent jurisdiction.

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
■ [REDACTED]
■ [REDACTED]
■ [REDACTED]

■ [REDACTED]
[REDACTED]
■ [REDACTED]
[REDACTED]

■ [REDACTED]

- 2.16 "Term" means the period of time starting on the Effective Date and continuing until expiration of the last to expire Licensed Patents.

ARTICLE 3 GRANT

- 3.1 Licensors grants to Licensee, and Licensee accepts for the Term of this Agreement, a limited exclusive commercial license under the Licensed Patents to make, have made, use, offer to sell, sell, Dispose of, and import (subject to 6.1) the Licensed Products in the Field(s) of Use. In addition, Licensors grants to Licensee and Licensee accepts for the Term of this Agreement, the right to grant sublicenses in accordance with Article 5 of this Agreement.
- 3.2 Licensee's exclusive commercial license is subject to, and will in no way restrict, the Government's License Rights.
- 3.3 Licensee's exclusive license is subject to, and will in no way restrict, the march-in rights of the Government pursuant to 35 USC 203.
- 3.4 Licensors retains the right to grant non-commercial licenses in the Field(s) of Use.
- 3.5 Licensors may, in its sole discretion, grant licenses to the Licensed Patents outside the Field(s) of Use.
- 3.6 Licensee acknowledges that no license is granted or implied under, and expressly agrees not to make, have made, use, offer to sell, sell, Dispose of, and import the Licensed Products outside the Field of Use. Licensee agrees that making, having made, using, offering to sell, selling, Disposing of, and importing the Licensed Products outside the Field of Use is a breach of this Agreement and is an infringement of the Licensed Patents.

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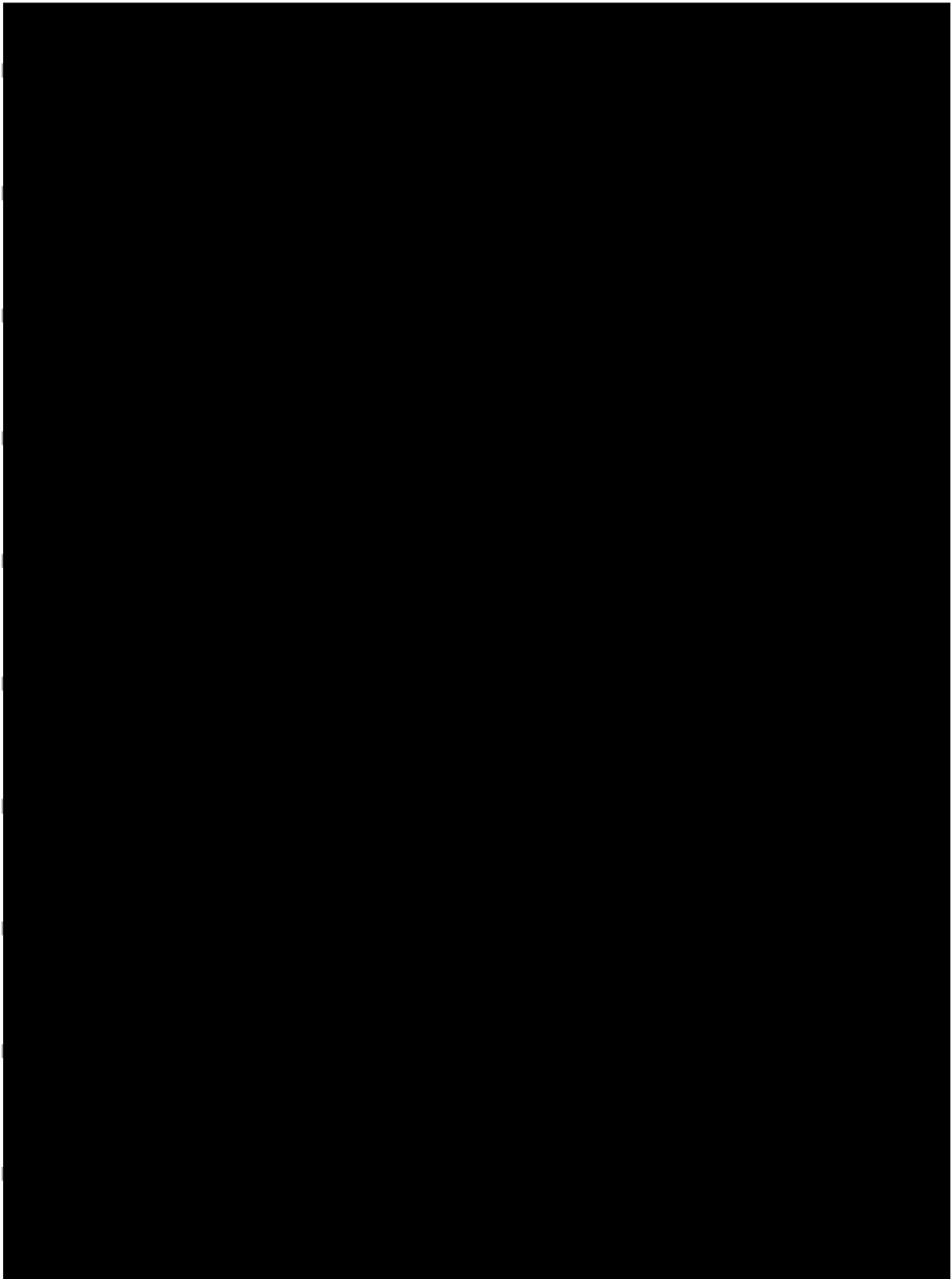
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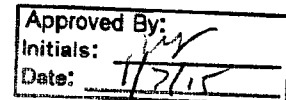
**ARTICLE 13
OFFER**

The offer to execute this Agreement shall expire if this Agreement is not signed by Licensee and returned to Licensor on or before January 15, 2015.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement of be executed in duplicate originals by its duly authorized officers or representatives.

UT-BATTELLE, LLC

By: Michael J. Paulus
Name: Michael J. Paulus
Title: Director, Technology Transfer
Date: 16 JAN 2015



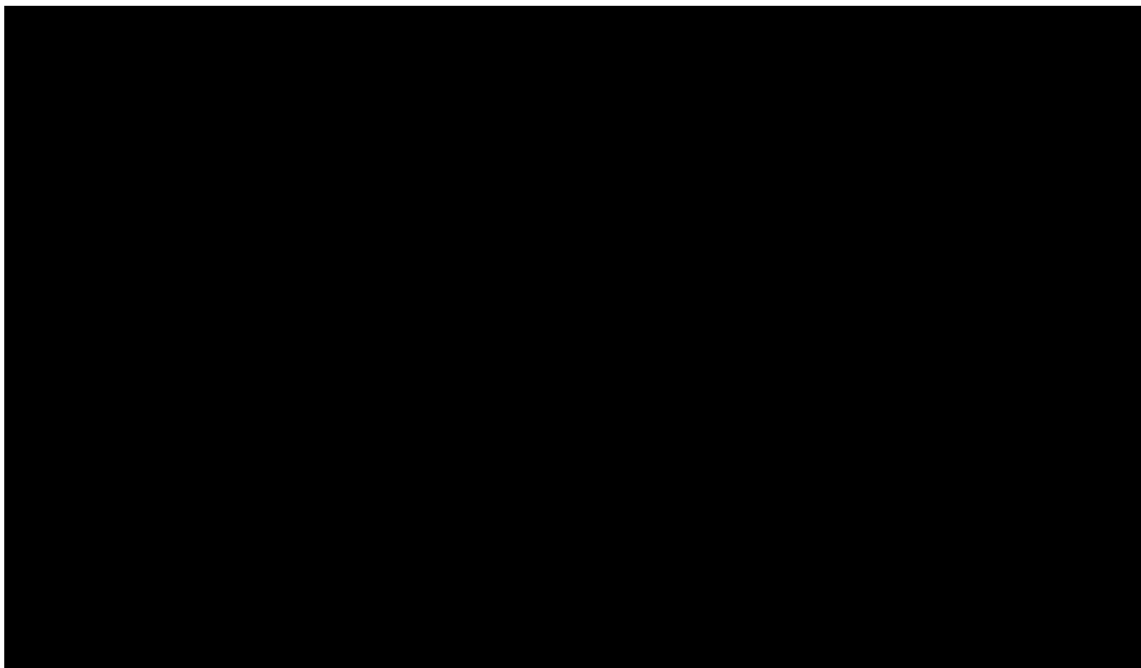
ULTRA SAFE NUCLEAR CORPORATION

By: [Signature]
Name: Francesco Venneri
Title: Director, CEO
Date: JAN, 14, 2015

EXHIBIT A: LICENSED PATENTS

Docket No.	Country	Title	Inventor(s)	IP Owner	Ser. No./Pat. No.	Filing/Issue Date	Filing Status of Licensee
2402.0	US	Fully Ceramic Nuclear Fuel and Related Methods	SNEAD, LANCE L / KATOH, YUTAI / Francesco Venneri	UT-Battelle / Logos Technologies, LLC	12/959,115	12/02/2010	Small
2402.2	JP	Fully Ceramic Nuclear Fuel and Related Methods	SNEAD, LANCE L / KATOH, YUTAI / Francesco Venneri	UT-Battelle / Logos Technologies, LLC	2013-542125	11/30/2011	
2402.3	KR	Fully Ceramic Nuclear Fuel and Related Methods	SNEAD, LANCE L / KATOH, YUTAI / Francesco Venneri	UT-Battelle / Logos Technologies, LLC	10-2013-7013776	11/30/2011	
2402.4	RU	Fully Ceramic Nuclear Fuel and Related Methods	SNEAD, LANCE L / KATOH, YUTAI / Francesco Venneri	UT-Battelle / Logos Technologies, LLC	2013130000	11/30/2011	
2402.5	EPO	Fully Ceramic Nuclear Fuel and Related Methods	SNEAD, LANCE L / KATOH, YUTAI / Francesco Venneri	UT-Battelle / Logos Technologies, LLC	11813608.4	11/30/2011	

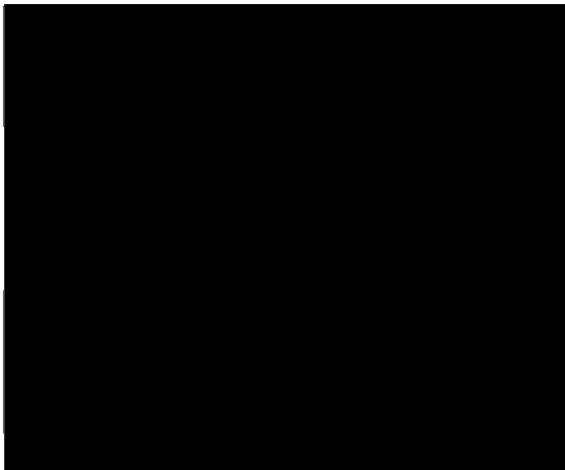
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 2. *Journal of Management Studies*, 1996, 33(1), 15-29.
 3. *Journal of Management Studies*, 1996, 33(1), 31-45.
 4. *Journal of Management Studies*, 1996, 33(1), 47-61.
 5. *Journal of Management Studies*, 1996, 33(1), 63-77.
 6. *Journal of Management Studies*, 1996, 33(1), 79-93.
 7. *Journal of Management Studies*, 1996, 33(1), 95-109.
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