

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6660306

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BWXT NUCLEAR ENERGY, INC.	05/29/2020
RECEIVING PARTY DATA	
Name:	FRAMATOME INC.
Street Address:	3315 OLD FOREST ROAD
City:	LYNCHBURG
State/Country:	VIRGINIA
Postal Code:	24501
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8746089
Patent Number:	10393367
Patent Number:	9273985
Patent Number:	10967465
Patent Number:	9964399
Application Number:	29668222
Application Number:	14339826
Application Number:	16557704
Application Number:	29668227
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	2127361940
Email:	CMEHALL@DDKPATENT.COM
Correspondent Name:	DAVIDSON, DAVIDSON & KAPPEL, LLC
Address Line 1:	589 8TH AVENUE
Address Line 2:	22ND FLOOR
Address Line 4:	NEW YORK, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	11560600.1000
NAME OF SUBMITTER:	CLINT R. MEHALL

PATENT

SIGNATURE:	/Clint R. Mehall/
DATE SIGNED:	04/16/2021
Total Attachments: 31 source=Assignment BWXT to Framatome Inc#page1.tif source=Assignment BWXT to Framatome Inc#page2.tif source=Assignment BWXT to Framatome Inc#page3.tif source=Assignment BWXT to Framatome Inc#page4.tif source=Assignment BWXT to Framatome Inc#page5.tif source=Assignment BWXT to Framatome Inc#page6.tif source=Assignment BWXT to Framatome Inc#page7.tif source=Assignment BWXT to Framatome Inc#page8.tif source=Assignment BWXT to Framatome Inc#page9.tif source=Assignment BWXT to Framatome Inc#page10.tif source=Assignment BWXT to Framatome Inc#page11.tif source=Assignment BWXT to Framatome Inc#page12.tif source=Assignment BWXT to Framatome Inc#page13.tif source=Assignment BWXT to Framatome Inc#page14.tif source=Assignment BWXT to Framatome Inc#page15.tif source=Assignment BWXT to Framatome Inc#page16.tif source=Assignment BWXT to Framatome Inc#page17.tif source=Assignment BWXT to Framatome Inc#page18.tif source=Assignment BWXT to Framatome Inc#page19.tif source=Assignment BWXT to Framatome Inc#page20.tif source=Assignment BWXT to Framatome Inc#page21.tif source=Assignment BWXT to Framatome Inc#page22.tif source=Assignment BWXT to Framatome Inc#page23.tif source=Assignment BWXT to Framatome Inc#page24.tif source=Assignment BWXT to Framatome Inc#page25.tif source=Assignment BWXT to Framatome Inc#page26.tif source=Assignment BWXT to Framatome Inc#page27.tif source=Assignment BWXT to Framatome Inc#page28.tif source=Assignment BWXT to Framatome Inc#page29.tif source=Assignment BWXT to Framatome Inc#page30.tif source=Assignment BWXT to Framatome Inc#page31.tif	

INTELLECTUAL PROPERTY MATTERS AGREEMENT

This Intellectual Property Matters Agreement (together with the Attachments hereto, this “Agreement”), is made as of May 29, 2020 (the “Effective Date”), by and between BWXT Nuclear Energy, Inc., a Delaware corporation (“Seller”), and Framatome Inc., a Delaware corporation (the “Buyer”). Each of Seller and the Buyer may be referred to in this Agreement individually as a “Party”, and collectively, the “Parties.”

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Sale and Purchase Agreement dated as of May 8, 2020 (the “Purchase Agreement”), pursuant to which, effective as of the Closing, the Buyer has purchased the Transferred Intellectual Property;

WHEREAS, in connection with, and subject to the terms and conditions set forth in, the Purchase Agreement, Seller or its applicable Affiliate has agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller or its applicable Affiliate, all of Seller’s or its applicable Affiliate’s right, title and interest in, to and under the Transferred Intellectual Property as set forth herein;

WHEREAS, in connection with the Purchase Agreement, Seller wishes to grant to the Buyer, and the Buyer wishes to receive from Seller, a license to the Licensed Intellectual Property (as defined below), and on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, in connection with the Purchase Agreement, the Buyer wishes to grant to Seller, and Seller wishes to receive from the Buyer, a license to the Licensed-Back Intellectual Property (as defined below), and on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions. Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Purchase Agreement. Each of the following terms is defined herein in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement.....	Preamble
Bankruptcy Code.....	5.01
Buyer.....	Preamble
Buyer Improvements.....	3.01(b)

Buyer Indemnified Parties	5.04(b)
Effective Date.....	Preamble
Indemnified Claim.....	5.04(c)
Indemnified Person.....	5.04(c)
Indemnifying Party.....	5.04(c)
Licensed-Back Intellectual Property.....	3.02(a)
Licensed Intellectual Property.....	3.01(a)
Originating Party	5.03(a)
Parties.....	Preamble
Party	Preamble
Proprietary Information	5.03(a)
Purchase Agreement	Recitals
Receiving Party	5.03(a)
Seller	Preamble
Seller Improvements.....	3.02(b)
Seller Indemnified Parties	5.04(a)
Separation Agreement.....	Recitals
Term.....	4.01
Third Party Claim	5.04(a)

**ARTICLE II
TRANSFERRED INTELLECTUAL PROPERTY**

Section 2.01 Transferred Intellectual Property.

(a) Subject to the terms and conditions set forth in the Purchase Agreement, Seller or its applicable Affiliate hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases, acquires and accepts from Seller or its applicable Affiliate, all of Seller's or its applicable Affiliate's right, title and interest in, to and under the Transferred Intellectual Property as identified on Attachment I hereto.

(b) Solely for purposes of recording the assignment of registered Intellectual Property included within the Transferred Intellectual Property, Seller shall, and shall cause its applicable Affiliates to, execute and deliver a short-form assignment, in the form attached hereto as Schedule 1, ("Short Form Assignment"). Seller hereby authorizes and requests the relevant authority at the U.S. Patent and Trademark Office, the U.S. Copyright Office, applicable domain name registrars and the empowered officials of all other Governmental Authorities to issue or transfer all Transferred Intellectual Property to Buyer, as assignee of the entire right, title, and interest therein or otherwise as Buyer may direct and, at Buyer's cost, to record and register this the applicable Short Form Assignment upon request by Buyer, its successors, assigns and legal representatives, or to such nominees as it may designate.

(c) Buyer acknowledges and agrees that, from and after the Closing, Buyer shall hold all Intellectual Property constituting part of the Purchased Assets and not constituting Licensed Intellectual Property subject to (i) any licenses of such Intellectual Property granted prior to the Closing to any Person, (ii) any rights of third parties in Intellectual Property embedded or included in such Transferred Intellectual Property and (iii) any licenses of or rights

in such Intellectual Property granted to Seller under the terms of any of the Transaction Documents. Buyer and its Affiliates shall obtain, at Buyer's sole cost and expense, any license rights necessary to use any third party software or other Intellectual Property embedded or included in such Transferred Intellectual Property.

(d) Buyer acknowledges and agrees that except as otherwise expressly set forth in the Transaction Documents, Buyer is not obtaining any rights in, or to use, any Intellectual Property owned, licensed or used by Seller or its Affiliates. Buyer covenants and agrees that it will not use or disclose to any other Person any Intellectual Property that is an Excluded Asset (regardless of how Buyer came into possession of such Intellectual Property).

ARTICLE III INTELLECTUAL PROPERTY LICENSES

Section 3.01 Licensed Intellectual Property.

(a) Subject to the terms and conditions of this Agreement, Seller, on behalf of itself and its Affiliates, hereby grants to the Buyer, effective as of the Effective Date, an irrevocable (subject to Section 3.01(e)), worldwide, perpetual, fully paid up, royalty-free, nontransferable, nonexclusive license, with the right to grant sublicenses only as set forth in Section 3.01(d), in and to the Licensed Intellectual Property as identified on Attachment II to use such Licensed Intellectual Property solely in the United States and solely in connection with the operation of the Business, excluding any Excluded Businesses; provided, that the foregoing license does not include a license to or any other rights to use, and such license is subject in all cases to any rights of third parties in, any third party software or other Intellectual Property embedded or included in such Licensed Intellectual Property. The Buyer shall obtain, at the Buyer's sole cost and expense, any license rights necessary to use any such third party software or other Intellectual Property embedded or included in such Licensed Intellectual Property.

(b) The license granted in Section 3.01(a) also includes the right of the Buyer to create improvements, enhancements, derivative works or modifications of any Licensed Intellectual Property (collectively, "Buyer Improvements"). Buyer Improvements shall be owned by Seller, and Buyer shall, and hereby does, irrevocably and unconditionally assign all of Buyer's right, title, and interest, in, to, and under such Buyer Improvements, including all Intellectual Property rights therein, to Seller. Upon creation of any Buyer Improvements, such Buyer Improvements shall be included within the Licensed Intellectual Property and will be licensed to Buyer under the terms and conditions set forth in this Agreement. Buyer shall disclose all Buyer Improvements promptly to Seller upon the creation thereof. Seller may from time to time create improvements, enhancements, derivative works or modifications of any Licensed Intellectual Property (collectively, the "Reciprocal Seller Improvements"). Seller shall license to Buyer all Reciprocal Seller Improvements under the terms and conditions set forth in this Agreement. Except to the extent prohibited by any agreement with or other obligation to any third party (including any Governmental Authority), Seller shall disclose all Reciprocal Seller Improvements to Buyer reasonably promptly upon the creation thereof.

(c) For the avoidance of doubt, except as set forth in Section 3.01(b) above, the Licensed Intellectual Property will include only the Intellectual Property identified on

Attachment II hereto and will not include any Intellectual Property conceived, developed, or otherwise acquired by or on behalf of Seller or its Affiliates after the Effective Date.

(d) The Buyer shall not have the right to grant sublicenses or other rights with respect to its licensed rights under this Section 3.01 (including to Affiliates of the Buyer) without Seller's prior written consent; provided, that with respect to proposed sublicenses to Affiliates of the Buyer, the Buyer may freely grant such sublicenses without prior consent of, but with notice thereof to, Seller. With respect to any permitted sublicense entered into by the Buyer (or any permitted sublicensee of the Buyer), (i) each such sublicense shall be subject to and limited by the terms of this Agreement as if such sublicensee were a direct party to this Agreement, (ii) the Buyer shall procure the performance by each sublicensee of such sublicensee's obligations under such sublicense and this Agreement, and the Buyer shall remain solely liable for any such sublicensee's compliance with the terms of such sublicense and the terms of this Agreement and (iii) each such sublicense shall provide for its automatic termination upon termination of the Buyer's license rights in the applicable sublicensed Licensed Intellectual Property or, with respect to any Affiliate sublicensee, upon such sublicensee ceasing to be an Affiliate of the Buyer.

(e) Seller may terminate the license granted to the Buyer under this Section 3.01 with respect to any particular item of Licensed Intellectual Property in the event of a material breach by the Buyer or any of its permitted sublicensees of the terms of this Section 3.01 with respect to such item of Licensed Intellectual Property, where such breach is not cured by the breaching party within thirty (30) days of receiving written notice from Seller of the breach or alleged breach. If a license is terminated pursuant to this Section 3.01(e), (i) the Buyer's rights and license in respect of the terminated item of Licensed Intellectual Property shall immediately terminate, and the Buyer and its Affiliates shall immediately cease all use of such item of Licensed Intellectual Property, (ii) the Buyer and its Affiliates shall promptly return such terminated item of Licensed Intellectual Property to Seller including any and all tangible embodiments thereof and (iii) all sublicenses granted by the Buyer or its Affiliates with respect to such terminated item of Licensed Intellectual Property shall immediately terminate and be of no further force or effect.

(f) Seller shall use commercially reasonable efforts to provide the Buyer on the Effective Date any copies of tangible embodiments of the Licensed Intellectual Property that exist and are in Seller's or its Affiliates' possession as of the Effective Date to the extent necessary for the practice of the licenses granted herein to the Licensed Intellectual Property on the Effective Date.

(g) The Buyer shall treat and hold as confidential all Licensed Intellectual Property and will not disclose any Licensed Intellectual Property to any other Person without the prior written consent of Seller or as otherwise expressly permitted herein, in each case for a period commencing on the Effective Date and continuing for so long as such Licensed Intellectual Property constitutes confidential or proprietary information of Seller or any of its Affiliates. In the event the Buyer or any of its Affiliates are requested or required (by oral or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or by Applicable Law) to disclose any Licensed Intellectual Property, the Buyer shall promptly notify Seller of the request or requirement so that

Seller, at its expense, may seek an appropriate protective order or waive compliance with this Section 3.01(g). If, in the absence of a protective order or receipt of a waiver hereunder, the Buyer or any of its Affiliates are, on the advice of counsel, compelled to disclose such Licensed Intellectual Property, the Buyer and its Affiliates may so disclose such Licensed Intellectual Property; provided, that the Buyer and its Affiliates shall use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Licensed Intellectual Property. Notwithstanding the foregoing, the provisions of this Section 3.01(g) shall not apply to information that (i) is or becomes publicly available other than as a result of a disclosure by the Buyer, or (ii) is or becomes available to the Buyer on a non-confidential basis from a source that, to the Buyer's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

(h) Notwithstanding the provisions of Section 3.01(g), nothing in this Agreement shall prohibit, limit or restrict in any manner the ability of Buyer to disclose, but not deliver, to any Governmental Authority any Licensed Intellectual Property or any physical embodiments or evidence thereof, to the extent such disclosure is necessary in connection with the performance of any Government Contract, the submission of any Government Bid or the acquisition of any work from any Governmental Authority; provided, however, that (i) Buyer shall designate any Licensed Intellectual Property or any physical embodiments or evidence thereof disclosed pursuant to this Section 3.01(h) as "confidential and proprietary," and (ii) such disclosure shall be made in compliance with all Applicable Law (including, for clarity, U.S. export regulations); and provided, further, that notwithstanding the foregoing, Buyer shall not have the right to grant any rights with respect to Licensed Intellectual Property to any Governmental Authority or any other Person other than in accordance with Section 3.01(d).

Section 3.02 Licensed-Back Intellectual Property.

(a) Subject to the terms and conditions of this Agreement, the Buyer, on behalf of itself and its Affiliates, hereby grants to Seller and its Affiliates, effective as of the Effective Date, an irrevocable (subject to Section 3.02(d)), worldwide, perpetual, fully paid up, royalty-free, nontransferable, nonexclusive license, with the right to grant sublicenses only as set forth in Section 3.02(c), in and to the Intellectual Property identified on Attachment III (the "Licensed-Back Intellectual Property") to use such Licensed-Back Intellectual Property for any purpose in connection with Seller's or any of its Affiliates' businesses and operations; provided, that the foregoing license does not include a license to or any other rights to use, and such license is subject in all cases to any rights of third parties in, any third party software or other Intellectual Property embedded or included in such Licensed-Back Intellectual Property. Seller shall obtain, at Seller's sole cost and expense, any license rights necessary to use any such third party software or other Intellectual Property embedded or included in such Licensed-Back Intellectual Property. Subject to the foregoing and Sections 3.02(c) and 3.02(e), the foregoing license includes the right of Seller (i) to use, reproduce, distribute, display, make, have made, sell, offer for sale and import products that incorporate or otherwise use any such Licensed-Back Intellectual Property for any purpose in connection with Seller's or any of its Affiliates' businesses and operations, and (ii) to perform, have performed, sell, and offer for sale services that incorporate or otherwise use any such Licensed-Back Intellectual Property for any purpose in connection with Seller's or any of its Affiliates' businesses and operations.

(b) The license granted in Section 3.02(a) also includes the right of Seller to create improvements, enhancements, derivative works or modifications of any Licensed-Back Intellectual Property (collectively, "Seller Improvements") and, except as otherwise agreed in writing by the Parties, the (i) Buyer will not have any rights in or to use such Seller Improvements and (ii) Seller will not have any rights in any improvements, enhancements, derivative words or modifications of Buyer. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, the Licensed-Back Intellectual Property will include only the Intellectual Property identified on Attachment III hereto and will not include any Intellectual Property conceived, developed, or otherwise acquired by or on behalf of the Buyer or its Affiliates after the Effective Date, nor will any improvements, enhancements, derivative works, or other modifications made by or on behalf of the Buyer or its Affiliates to any Licensed-Back Intellectual Property after the Effective Date be licensed to Seller or any of its Affiliates hereunder unless otherwise expressly agreed by the Parties.

(c) Except as otherwise set forth herein, Seller shall not have the right to grant sublicenses or other rights with respect to its licensed rights under this Section 3.02 without the Buyer's prior written consent; provided, that with respect to sublicenses to Affiliates of Seller, the Seller may freely grant such sublicenses without prior consent of or notice to Buyer. With respect to any permitted sublicense entered into by Seller (or any permitted sublicensee of Seller) (i) each such sublicense shall be subject to and limited by the terms of this Agreement as if such sublicensee were a direct party to this Agreement, (ii) Seller shall procure the performance by each sublicensee of such sublicensee's obligations under such sublicense, and Seller shall remain solely liable for any such sublicensee's compliance with the terms of such sublicense and the terms of this Agreement and (iii) each such sublicense shall provide for its automatic termination upon termination of Seller's license rights in the applicable sublicensed Licensed-Back Intellectual Property or, with respect to any Affiliate sublicensee, upon such sublicensee ceasing to be an Affiliate of Seller.

(d) The Buyer may terminate the license granted to Seller under this Section 3.02 with respect to any particular item of Licensed-Back Intellectual Property in the event of a material breach by Seller or any of its permitted sublicensees of the terms of this Section 3.02 with respect to such item of Licensed-Back Intellectual Property, where such breach is not cured by the breaching party within thirty (30) days of receiving written notice from the Buyer of the breach or alleged breach. If a license is terminated pursuant to this Section 3.02(d), (i) Seller's rights and license in respect of the terminated item of Licensed-Back Intellectual Property shall immediately terminate, and Seller and its Affiliates shall immediately cease all use of such item of Licensed-Back Intellectual Property, (ii) Seller and its Affiliates shall promptly return such terminated item of Licensed-Back Intellectual Property to the Buyer, including any and all tangible embodiments thereof and (iii) all sublicenses granted by Seller or its Affiliates with respect to such terminated item of Licensed-Back Intellectual Property shall immediately terminate and be of no further force or effect.

(e) Seller shall treat and hold as confidential all Licensed-Back Intellectual Property and will not disclose any Licensed-Back Intellectual Property to any other Person without the prior written consent of the Buyer or as otherwise expressly permitted herein, in each case for a period commencing on the Effective Date and continuing for so long as such Licensed-Back Intellectual Property constitutes confidential or proprietary information of the Buyer. In

the event Seller or any of its Affiliates are requested or required (by oral or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or by Applicable Law) to disclose any Licensed-Back Intellectual Property, Seller shall notify the Buyer promptly of the request or requirement so that the Buyer, at its expense, may seek an appropriate protective order or waive compliance with this Section 3.02(e). If, in the absence of a protective order or receipt of a waiver hereunder, Seller or any of its Affiliates are, on the advice of counsel, compelled to disclose such Licensed-Back Intellectual Property, Seller and its Affiliates may so disclose such Licensed-Back Intellectual Property; provided, that Seller and its Affiliates shall use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Licensed-Back Intellectual Property. Notwithstanding the foregoing, the provisions of this Section 3.02(e) shall not apply to information that (i) is or becomes publicly available other than as a result of a disclosure by Seller or any of its Affiliates, or (ii) is or becomes available to Seller or any of its Affiliates on a non-confidential basis from a source that, to Seller's or such Affiliate's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

(f) Notwithstanding the provisions of Section 3.02(e), nothing in this Agreement shall prohibit, limit or restrict in any manner the ability of Seller to disclose, but not deliver, to any Governmental Authority any Licensed-Back Intellectual Property or any physical embodiments or evidence thereof, to the extent such disclosure is necessary in connection with the performance of any Government Contract, the submission of any Government Bid or the acquisition of any work from any Governmental Authority; provided, however, that (i) Seller shall designate any Licensed-Back Intellectual Property or any physical embodiments or evidence thereof disclosed pursuant to this Section 3.02(f) as "confidential and proprietary," and (ii) such disclosure shall be made in compliance with all Applicable Law (including, for clarity, U.S. export regulations); and provided, further, that notwithstanding the foregoing, Seller shall not have the right to grant any rights with respect to Licensed-Back Intellectual Property to any Governmental Authority or any other Person other than in accordance with Section 3.02(c).

Section 3.03 Enforcement.

(a) Each Party agrees to notify the other Party in writing promptly of any suspected infringement of any material Licensed Intellectual Property or material Licensed-Back Intellectual Property or of any suspected unfair competition with respect to any such Licensed Intellectual Property or Licensed-Back Intellectual Property, by any Person.

(b) With respect to any infringement or suspected infringement of any Licensed Intellectual Property, Seller shall have the sole option, but not the obligation, to initiate enforcement efforts against the third-party infringer and/or any third party defending such infringement claim in Seller's own name and to control, defend and/or settle any and all legal proceedings involving infringement of any such Licensed Intellectual Property; provided, however, that Seller may not settle or consent to an entry of judgment in any such matter that limits or impairs any of rights granted to the Buyer in this Agreement or the Buyer's exercise of any such rights. Seller shall be entitled to retain any proceeds of such enforcement effort. The Buyer shall cooperate reasonably with Seller's enforcement efforts, and shall join in any legal

proceedings initiated by Seller in accordance herewith as a party plaintiff to the extent necessary, at Seller's request and expense.

(c) With respect to any infringement or suspected infringement of any Licensed-Back Intellectual Property, the Buyer shall have the sole option, but not the obligation, to initiate enforcement efforts against the third-party infringer and/or any third party defending such infringement claim in the Buyer's own name and to control, defend and/or settle any and all legal proceedings involving infringement of any such Licensed-Back Intellectual Property; provided, however, that the Buyer may not settle or consent to an entry of judgment in any such matter that limits or impairs any of rights granted to Seller in this Agreement or Seller's exercise of any such rights. The Buyer shall be entitled to retain any proceeds of such enforcement effort. Seller shall cooperate reasonably with the Buyer's enforcement efforts, and shall join in any legal proceedings initiated by the Buyer in accordance herewith as a party plaintiff to the extent necessary, at the Buyer's request and expense.

ARTICLE IV TERM AND TERMINATION

Section 4.01 Term. Unless earlier terminated in accordance with Sections 3.01(e), 3.02(d), Section 4.02, or Section 4.03, the term of this Agreement (the "Term") shall commence upon the Effective Date and shall remain in effect in perpetuity.

Section 4.02 Termination of Entire Agreement. Without limitation to the rights set forth in Section 3.01(e) and Section 3.02(d), each Party shall have the right to terminate this Agreement effective upon delivery of written notice to the other Party if (a) subject to Section 5.01, the other Party makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or is petitioned into bankruptcy, or takes advantage of any state, federal or foreign bankruptcy or insolvency act, or if a receiver or receiver/manager is appointed for all or any substantial part of its property and business and such receiver or receiver/manager remains undischarged for a period of thirty (30) days or (b) the other Party materially defaults in the performance of any of its covenants or obligations contained in this Agreement and such default is not remedied within thirty (30) days after written notice of such default by the non-breaching Party.

Section 4.03 Enforcement Against Buyer Use of IP Outside Territory. Seller shall have the right to the relief described in this section without limitation to the any of the rights set forth in Section 3.01(e). In the event Seller believes that Buyer is making any material use of any Licensed Intellectual Property outside of the United States or in connection with any Excluded Businesses (the foregoing, collectively, "**Buyer Use of IP Outside Territory**"), Seller shall have the right to demand in writing that Buyer immediately cease any such Buyer Use of IP Outside Territory. Buyer shall have a period of ten (10) days to either (i) cease any Buyer Use of IP Outside Territory and certify in writing to Seller that such use has ceased or (ii) dispute in good faith such allegations of Buyer Use of IP Outside Territory. If undisputed Buyer Use of IP Outside Territory continues after such period, Seller shall have the right (a) terminate this Agreement in its entirety effective upon delivery of notice to Buyer and (b) to seek immediate injunctive relief (subject to Section 6.13 hereof) in order to stop continued and future Buyer Use of IP Outside Territory. If an allegation of Buyer Use of IP Outside Territory is disputed by

Buyer, Buyer shall promptly, but in any event no less than 10 days after receipt of Seller's notice of the disputed activity, provide written evidence sufficient to demonstrate that there has not been Buyer Use of IP Outside Territory. Seller shall reasonably and in good faith consider such evidence and thereafter may, at its sole discretion, (x) determine that no Buyer Use of IP Outside Territory occurred, or (y) (1) terminate this Agreement in its entirety effective upon delivery of notice to Buyer and (2) seek immediate injunctive relief (subject to Section 6.13 hereof) in order to stop continued and future Buyer Use of IP Outside Territory.

Section 4.04 Survival. The following Articles and Sections shall survive termination of this Agreement: Section 3.01(g), Section 3.02(e), this Section 4.04, Section 5.01, and Section 5.02, and Article VI.

ARTICLE V COVENANTS AND AGREEMENTS

Section 5.01 Bankruptcy. All rights, licenses and releases granted by the Parties in Article III are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), the licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties agree that each Party, in its capacity as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, in the event that any proceeding shall be instituted by or against a Party seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the other Party shall have the right to retain and enforce its rights in and to the Licensed Intellectual Property or the Licensed-Back Intellectual Property, as the case may be, under this Agreement in accordance with Section 365(n) of the Bankruptcy Code.

Section 5.02 Disclaimer; No Representations or Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE OTHER TRANSACTION DOCUMENTS, EACH PARTY ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES UNDERSTANDS AND AGREES THAT NEITHER PARTY NOR ANY OF ITS AFFILIATES IS MAKING ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR TO ANY OTHER PERSON IN RESPECT OF THE TRANSFERRED INTELLECTUAL PROPERTY, THE LICENSED INTELLECTUAL PROPERTY OR LICENSED-BACK INTELLECTUAL PROPERTY (AS APPLICABLE), AND THAT ALL SUCH INTELLECTUAL PROPERTY IS BEING LICENSED ON AN "AS IS," "WHERE IS" BASIS.

Section 5.03 Confidentiality.

(a) Definitions. The term "Proprietary Information" means all proprietary, confidential and/or trade secret information that relates to and is disclosed by one Party or any of

its Affiliates (the “Originating Party”) to the other Party or any of its Affiliates (the “Receiving Party”) under or in connection with this Agreement; provided that Proprietary Information for purposes of this Section 5.03 shall not include Licensed Intellectual Property or Licensed-Back Intellectual Property.

(b) Disclosure and Use. The Receiving Party (i) shall (and shall cause its Representatives and Affiliates to) treat and hold as confidential all Proprietary Information received from the Originating Party, and (ii) shall not (and shall cause its Representatives and Affiliates not to) disclose to any Person, publish or make publicly available any Proprietary Information received from the Originating Party. The Receiving Party shall use Proprietary Information received from the Originating Party solely during the term of this Agreement and solely in connection with the performance of its obligations under this Agreement.

(c) Exceptions. This Agreement shall not restrict disclosure or use of Proprietary Information that:

(i) appears in issued patents, published patent applications or other publications that are generally available to the public;

(ii) is or becomes publicly available other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives or Affiliates;

(iii) is or becomes available to the Receiving Party on a non-confidential basis from a source that, to such Receiving Party’s knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or

(iv) is or has been independently developed by the Receiving Party as evidenced by written documentation;

provided, that information shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain, unless the information itself is in the public domain.

(d) Disclosures Required by Applicable Law. In addition to the foregoing exceptions, in the event the Receiving Party is requested or required (by oral or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process or by Applicable Law) to disclose any Proprietary Information, then the Receiving Party shall notify the Originating Party promptly of the request or requirement so that the Receiving Party, at its expense, may seek an appropriate protective order or waive compliance with this Section 5.03. If, in the absence of a protective order or receipt of a waiver hereunder, the Receiving Party is, on the advice of counsel, required to disclose such Proprietary Information, the Receiving Party may so disclose the information; provided, that the Receiving Party shall use commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded to such information.

Section 5.04 Indemnification.

(a) Indemnification by the Buyer. The Buyer hereby indemnifies Seller, its Affiliates, and their respective Representatives (together, in each case, with their respective successors and permitted assigns, the “Seller Indemnified Parties”) against, and agrees to hold them harmless from, any and all Damages arising out of, resulting from or related to any assertion of any claim, or the commencement of any proceeding, brought by a third party (a “Third Party Claim”) against a Seller Indemnified Party to the extent based upon or arising out of the Buyer’s or any of its Affiliates’ use of the Licensed Intellectual Property.

(b) Indemnification by the Seller. Seller hereby indemnifies the Buyer, its Affiliates, and their respective Representatives (together, in each case, with their respective successors and permitted assigns, the “Buyer Indemnified Parties”) against, and agrees to hold them harmless from, any and all Damages arising out of, resulting from or related to any assertion of any Third Party Claim against a Buyer Indemnified Party to the extent based upon or arising out of the Seller’s or any of its Affiliates’ use of the Licensed-Back Intellectual Property.

(c) Procedures.

(i) If any Seller Indemnified Party shall seek indemnification pursuant to Section 5.04(a), or if any Buyer Indemnified Party shall seek indemnification pursuant to Section 5.04(b), the Person seeking indemnification (the “Indemnified Person”) shall give written notice to the Party from whom such indemnification is sought (the “Indemnifying Party”) promptly (and in any event within fifteen (15) days) after the Indemnified Person (or, if the Indemnified Person is a corporation, any officer or director of the Indemnified Person) becomes aware of the facts giving rise to such claim for indemnification (an “Indemnified Claim”), which notice shall specify in reasonable detail the factual basis of the Indemnified Claim, contain a reference to the provision of this Agreement in respect of which such Indemnified Claim arises and demand indemnification therefor and any papers theretofore served on or delivered to the Indemnified Person. The failure of an Indemnified Person to provide notice in accordance with this Section 5.04, or any delay in providing such notice, shall not constitute a waiver of that Person’s claims to indemnification pursuant to this Section 5.04, except to the extent that any such failure or delay in giving notice causes the amounts paid or to be paid by the Indemnifying Party to be greater than they otherwise would have been or otherwise results in prejudice to the Indemnifying Party.

(ii) In the event of receipt of notice of a Third Party Claim from an Indemnified Person pursuant to this Section 5.04, the Indemnifying Party will be entitled to assume the defense and control of such Third Party Claim subject to the provisions of this Section 5.04(c)(ii). After written notice by the Indemnifying Party to the Indemnified Person of its election to assume the defense and control of a Third Party Claim, the Indemnifying Party shall not be liable to such Indemnified Person for any legal fees or expenses subsequently incurred by such Indemnified Person in connection therewith. Notwithstanding anything in this Section 5.04(c) to the contrary, until such time as the Indemnifying Party assumes the defense and control of a Third Party Claim as provided in this Section 5.04(c), the Indemnified Person shall have the right to defend such Third Party Claim, subject to the limitations set forth in this Section 5.04(c), in such manner as it may deem appropriate. Without regard to whether the

Indemnifying Party or the Indemnified Person is defending and controlling any such Third Party Claim, it shall select counsel, contractors, experts and consultants of recognized standing and competence, shall take reasonable steps necessary in the investigation, defense or settlement thereof, and shall diligently and promptly pursue the resolution thereof. The Party conducting the defense thereof shall at all times act as if all Damages relating to the Third Party Claim were for its own account and shall act in good faith and with reasonable prudence to minimize Damages therefrom. The Indemnified Person shall, and shall cause each of its Affiliates and Representatives to, cooperate fully with the Indemnifying Party in connection with any Third Party Claim.

(iii) The Indemnifying Party shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claims, and the Indemnified Person shall consent to a settlement of, or the entry of any judgment arising from, such Third Party Claims, if (A) such settlement shall not encumber any of the assets of any Indemnified Person or contain any restriction or condition that would apply to such Indemnified Person or to the conduct of that Person's business, (B) such settlement or entry of judgment does not contain or involve an admission or statement providing for or acknowledging any liability or criminal wrongdoing on behalf of the Indemnified Person or any of its Affiliates, and (C) such settlement contains as a condition thereto, a complete release of the Indemnified Person. No settlement or entry of judgment in respect of any Third Party Claim shall be consented to by any Indemnified Person without the express written consent of the Indemnifying Party.

(iv) If an Indemnifying Party makes any payment on an Indemnified Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Person to any insurance benefits or other claims or benefits of the Indemnified Person with respect to such claim.

Section 5.05 Buyer Covenant Not to Sue. The Buyer hereby covenants and agrees, on behalf of itself and its Affiliates and Representatives, that it shall not, directly or indirectly, (a) assert, authorize, pursue or induce any third party to assert or pursue, or assist or cooperate with any third party in asserting or pursuing (unless, in each case, compelled by a court or by contractual obligation), (b) seek to obtain any recovery with respect to any legal or equitable cause of action, suit, claim, defense, offset, counterclaim, cross-claim or pleading or other proceeding, or participate in any proceeding or action, or (c) make any allegations against Seller or its Affiliates or Representatives, licensees or sublicensees, in each case asserting infringement of any Licensed-Back Intellectual Property arising out of or resulting from the making or having made, use, sale, offer for sale, lease, rent or other provision to third parties, import, export or distribution of any product that incorporates, practices or performs a Seller Improvement covered by such Licensed-Back Intellectual Property, to the extent consistent with the license grant set forth in Section 3.02(a).

Section 5.06 Seller Covenant Not to Sue. Seller hereby covenants and agrees, on behalf of itself and its Affiliates and Representatives, that it shall not, directly or indirectly, (a) assert, authorize, pursue or induce any third party to assert or pursue, or assist or cooperate with any third party in asserting or pursuing (unless, in each case, compelled by a court or by contractual obligation), (b) seek to obtain any recovery with respect to any legal or equitable cause of action, suit, claim, defense, offset, counterclaim, cross-claim or pleading or other proceeding, or

participate in any proceeding or action, or (c) make any allegations against the Buyer or its Affiliates, Representatives, licensees or sublicensees, in each case asserting infringement of any Licensed Intellectual Property arising out of or resulting from the making or having made, use, sale, offer for sale, lease, rent or other provision to third parties, or distribution of any product that incorporates, practices or performs a Buyer Improvement covered by such Licensed Intellectual Property, to the extent consistent with the license grant set forth in Section 3.01(a).

Section 5.07 Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper, advisable or desirable under Applicable Law, to consummate or implement the Contemplated Transactions; provided, however, that the foregoing shall not be deemed to require either Party to waive compliance by the other Party of its covenants or obligations under this Agreement. Seller and Buyer shall execute and deliver such other documents, certificates, agreements and writings and to take such other actions as may be necessary, proper, advisable or desirable to consummate or implement the Contemplated Transactions. Except as otherwise expressly set forth in herein, nothing in this Section 5.07 shall require Seller or Buyer to make any payments in order to obtain any consents or approvals necessary, proper, advisable or desirable in connection with the consummation of the Contemplated Transactions.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including telecopy or similar writing) and shall be given,

if to Seller:

BWX Technologies, Inc.
800 Main Street, 4th Floor
Lynchburg, VA 24504
Attention: Thomas E. McCabe, General Counsel
Facsimile: (434) 522-6909
Email: temccabe@bwxt.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, DC 20004
Attention: John Beckman and Elizabeth M. Donley
Facsimile: (202) 637-5910
Email: john.beckman@hoganlovells.com
elizabeth.donley@hoganlovells.com

if to the Buyer:

Framatome, Inc.
3315 Old Forest Road
Lynchburg, Virginia 24501
Attention: Susan Jenkins
Facsimile: 434-382-3746
Email: Susan.Jenkins@framatome.com

with a copy (which shall not constitute notice) to:

Framatome, Inc.
3315 Old Forest Road
Lynchburg, Virginia 24501
Attention: David Royer, Esq., General Counsel
Facsimile: 434-382-3550
Email: dm.royer@framatome.com

or to such other address or telecopy number and with such other copies, as such Party may hereafter specify for the purpose by notice to the other Party. Each such notice, request or other communication shall be effective (a) on the day delivered (or if that day is not a Business Day, or if delivered after 11:59 p.m., U.S. Eastern Time, on a Business Day, on the first following day that is a Business Day) when (i) delivered personally against receipt or (ii) sent by overnight courier, (b) on the day when transmittal confirmation is received if sent by telecopy (or if that day is not a Business Day, or if after 11:59 p.m., U.S. Eastern Time, on a Business Day, on the first following day that is a Business Day), and (c) if given by any other means, upon delivery or refusal of delivery at the address specified in this Section 6.01.

Section 6.02 Amendments; Waivers.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any term, covenant or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but only by a written notice signed by such Party expressly waiving such term or condition. The waiver by any Party of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

Section 6.03 Expenses. Except as otherwise provided in this Agreement or any other Transaction Document, all costs and expenses incurred in connection with the preparation and negotiation of this Agreement shall be paid by the Party incurring such cost or expense.

Section 6.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided that Seller may assign its rights under this Agreement without the prior written consent of the Buyer in connection with the transfer or sale of all or substantially all of the assets or business of any business unit of Seller or any of its Affiliates to which this Agreement relates. Notwithstanding the foregoing, no assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any liability or obligation hereunder. Any attempted assignment, delegation or transfer in violation of this Section 6.04 shall be null and void.

Section 6.05 Construction. As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. References in this Agreement to a Party or other Person include their respective successors and assigns. The words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation" unless such phrase otherwise appears. Unless the context otherwise requires, references in this Agreement to Articles, Sections, and Attachments shall be deemed references to Articles and Sections of, and Attachments to, this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision hereof. Except when used together with the word "either" or otherwise for the purpose of identifying mutually exclusive alternatives, the term "or" has the inclusive meaning represented by the phrase "and/or". With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement. All references in this Agreement to "dollars" or "\$" shall mean United States dollars. Any period of time hereunder ending on a day that is not a Business Day shall be extended to the next Business Day. Unless the context otherwise requires, any reference to time shall be deemed to be U.S. Eastern Time.

Section 6.06 Entire Agreement.

(a) This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

(b) This Agreement and the other Transaction Documents, together with the Confidentiality Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, among the Parties with respect to the subject matter hereof. If there is any conflict between the Confidentiality Agreement and this Agreement, the terms of this Agreement shall govern.

(c) THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, PROMISE, INDUCEMENT, UNDERSTANDING, COVENANT OR AGREEMENT HAS BEEN MADE OR RELIED UPON BY ANY PARTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE OTHER TRANSACTION DOCUMENTS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET FORTH IN THE PRECEDING SENTENCE, NEITHER SELLER NOR ANY OF ITS AFFILIATES HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES IN ANY PRESENTATION OR WRITTEN INFORMATION RELATING TO THE BUYER GIVEN OR TO BE GIVEN IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS OR IN ANY FILING MADE OR TO BE MADE BY OR ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES WITH ANY GOVERNMENTAL AUTHORITY, AND NO STATEMENT MADE IN ANY SUCH PRESENTATION OR WRITTEN MATERIALS, MADE IN ANY SUCH FILING OR CONTAINED IN ANY SUCH OTHER INFORMATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE. THE BUYER ACKNOWLEDGES THAT SELLER HAS INFORMED THE BUYER THAT NO PERSON HAS BEEN AUTHORIZED BY SELLER OR ANY OF ITS AFFILIATES TO MAKE ANY REPRESENTATION OR WARRANTY IN RESPECT OF THE BUYER OR IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS, UNLESS IN WRITING AND CONTAINED IN THIS AGREEMENT OR IN ANY OF THE OTHER TRANSACTION DOCUMENTS TO WHICH THEY ARE A PARTY.

Section 6.07 Governing Law. This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof, shall be construed under, governed by, and enforced in accordance with the laws of the State of Delaware (without regard to the conflicts of law provisions thereof that would require the application of the Applicable Law of another jurisdiction, including Delaware laws relating to applicable statutes of limitations and burdens of proof).

Section 6.08 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed and duly delivered by the other Party.

Section 6.09 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement

or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Applicable Law. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, Seller and Buyer agree to use commercially reasonable efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

Section 6.10 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 6.11 Third Party Beneficiaries. Neither this Agreement, nor any provision hereof, is intended to confer upon any Person other than the Parties (and their successors and permitted assigns) any rights or remedies hereunder, except as specifically set forth herein.

Section 6.12 Disclaimer of Agency. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute either Party an agent of the other Party in the conduct of such Party's business or to create a partnership or joint venture between the Parties.

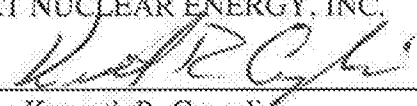
Section 6.13 Jurisdiction. Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Delaware Courts, in any Proceeding arising out of or relating to this Agreement, the Transaction Documents or the Contemplated Transactions or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally waives any objection to venue laid therein, any objection on the grounds of forum *non conveniens*, or any objection based on or on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such Proceeding in any Delaware Court (and of the appropriate appellate courts thereto). Each Party hereby irrevocably and unconditionally consents and agrees that service or process in any such Proceeding may be served on any party anywhere in the world, whether within or without the State of Delaware, in any manner permitted by Applicable Law or, without limiting the foregoing, in the manner provided for notices in Section 6.01. The Parties agree that in the event of any breach or threatened breach of this Agreement, the aggrieved Party may be without an adequate remedy at law. The Parties therefore agree that in the event of any breach or threatened breach of this Agreement, the aggrieved Party will be entitled to seek temporary, preliminary or permanent injunctive relief without necessity of proving actual damages or posting any bond or other security.

[SIGNATURE PAGE FOLLOWS]

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

BWXT NUCLEAR ENERGY, INC.

By: 
Name: Kenneth R. Camplin
Title: President

FRAMATOME INC.

By: _____
Name: David M. Royer
Title: Secretary

[Signature Page to Intellectual Property Matters Agreement]

PATENT
REEL: 055952 FRAME: 0331

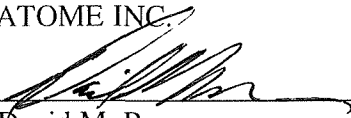
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FRAMATOME INC.

By:  _____
Name: David M. Royer
Title: Secretary

[Signature Page to Intellectual Property Matters Agreement]

PATENT
REEL: 055952 FRAME: 0332

SCHEDULE 1

SHORT FORM ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made this 29th day of May, 2020, in favor of Framatome Inc., a Delaware corporation (the "Buyer"), by BWXT Nuclear Energy, Inc., a Delaware corporation ("Seller").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Sale and Purchase Agreement (the "Purchase Agreement"), dated as of May 8, 2020, and that certain Intellectual Property Matters Agreement, dated as of May 29, 2020 (the "IPMA"), each of the Purchase Agreement and IPMA, by and between Seller and Buyer;

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement or IPMA, respectively; and

WHEREAS, pursuant to the Purchase Agreement and IPMA, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, all Transferred Intellectual Property, and Buyer has agreed to accept such assignment.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Subject to the terms and conditions set forth in the Purchase Agreement and the IPMA, Seller or its applicable Affiliate hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases, acquires and accepts from Seller or its applicable Affiliate, all of Seller's or its applicable Affiliate's right, title and interest in, to and under the Transferred Intellectual Property as identified on Attachment I hereto.

2. Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and the IPMA and is subject to the terms and conditions set forth in the Purchase Agreement and IPMA. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement or IPMA. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement or the IPMA, the terms and provisions of the Purchase Agreement or IPMA shall govern.

3. Further Assurances. Seller shall take, or cause to be taken, all further actions, and to do, or cause to be done, all things necessary or desirable under Applicable Law to effectuate the sale, conveyance, transfer, assignment, and delivery of the Transferred Intellectual Property, including, without limitation, by executing, delivering, and filing, or causing to be executed, delivered, and filed such further documents and instruments, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of the

Purchase Agreement and IPMA.

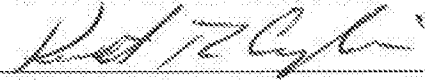
4. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed and duly delivered by the other Party.

5. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof, shall be construed under, governed by, and enforced in accordance with the laws of the State of Delaware (without regard to the conflicts of law provisions thereof that would require the application of the Applicable Law of another jurisdiction, including Delaware laws relating to applicable statutes of limitations and burdens of proof).

6. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Assignment without the prior written consent of the other Party. Notwithstanding the foregoing, no assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any liability or obligation hereunder. Any attempted assignment, delegation or transfer in violation of this Section 6 shall be null and void.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first above written.

SELLER
BWXT NUCLEAR ENERGY, INC.

By: 
Name: Kenneth R. Camplin
Title: President

Acknowledged and accepted:

FRAMATOME INC.

By: _____
Name: David M. Royer
Title: Secretary

[Attachment I to IPMA to be attached hereto.]

Purchase Agreement and IPMA.

4. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed and duly delivered by the other Party.

5. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof, shall be construed under, governed by, and enforced in accordance with the laws of the State of Delaware (without regard to the conflicts of law provisions thereof that would require the application of the Applicable Law of another jurisdiction, including Delaware laws relating to applicable statutes of limitations and burdens of proof).

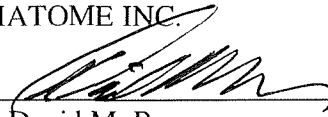
6. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Assignment without the prior written consent of the other Party. Notwithstanding the foregoing, no assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any liability or obligation hereunder. Any attempted assignment, delegation or transfer in violation of this Section 6 shall be null and void.

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By: _____
Name: Kenneth R. Camplin
Title: President

Acknowledged and accepted:

FRAMATOME INC.
By:  _____
Name: David M. Royer
Title: Secretary

[Attachment I to IPMA to be attached hereto.]

ATTACHMENT I
TRANSFERRED INTELLECTUAL PROPERTY

(1) Patents

Title	Jurisdiction	Status	Application No.	Application Date	Patent No.	Grant Date	National Filing Date
1. Multi-Angle Sludge Lance	United States	Granted	15/699294	08-Sep-17	10393367	27-Aug-19	N/A
2. Multi-Angle Sludge Lance	United States	Pending	14/339826	24-Jul-14			N/A
3. Apparatus and Method for Heat Exchanger Inspection	United States	Pending	16/557704	30-Aug-19			N/A
4. Non-Destructive Mapping Of Surface Condition To Evaluate Wear Conditions	United States	Granted	14/207140	12-Mar-14	9964399	08-May-18	N/A
5. Mobile Inspection Station Enclosure	US	Pending	29/668222	29-Oct-18			N/A
6. Mobile Inspection Station Enclosure	US	Pending	29/668227	29-Oct-18			N/A
7. Apparatus and Method for Baffle Bolt Repair	United States	Pending	15/916145	08-Mar-18			N/A
8. Apparatus and Method for Baffle Bolt Repair	PCT	Pending	PCT/US18/21632	08-Mar-18			N/A
9. Apparatus and Method for Baffle Bolt Repair	EPC	Pending	18764376.2	10-Sep-19			08-Mar-18
10. Apparatus for Automated Positioning of Eddy	United States	Pending	15/055178	26-Feb-16			N/A

Title	Jurisdiction	Status	Application No.	Application Date	Patent No.	Grant Date	National Filing Date
Current Test Probe							
11. Apparatus for Automated Positioning of Eddy Current Test Probe	South Korea	Pending	10-2017-7009662	10-Apr-17			22-Jul-10
12. Apparatus for Automated Positioning of Eddy Current Test Probe	South Korea	Pending	10-2018-7024283	23-Aug-18			22-Jul-10
13. Apparatus for Automated Positioning of Eddy Current Test Probe	United States	Granted	12/687261	14-Jan-10	8746089	10-Jun-14	N/A
14. Apparatus for Automated Positioning of Eddy Current Test Probe	Belgium	Granted	10700929,2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
15. Apparatus for Automated Positioning of Eddy Current Test Probe	Canada	Granted	2750221	19-Jul-11	2750221	04-Jul-17	19-Jan-10
16. Apparatus for Automated Positioning of Eddy Current Test Probe	China P.R.	Granted	201080011051,4	08-Sep-11	201080011051,4	03-Dec-14	19-Jan-10
17. Apparatus for Automated Positioning of Eddy Current Test Probe	Finland	Granted	10700929,2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
18. Apparatus for Automated Positioning of Eddy Current Test Probe	France	Granted	10700929,2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
19. Apparatus for Automated Positioning of Eddy Current Test Probe	Germany	Granted	10700929,2	12-Aug-11	2389538	10-Aug-16	19-Jan-10

Title	Jurisdiction	Status	Application No.	Application Date	Patent No.	Grant Date	National Filing Date
Current Test Probe							
20. Apparatus for Automated Positioning of Eddy Current Test Probe	Japan	Granted	2011-546426	19-Jul-11	5676479	09-Jan-15	19-Jan-10
21. Apparatus for Automated Positioning of Eddy Current Test Probe	Slovak Republic	Granted	10700929.2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
22. Apparatus for Automated Positioning of Eddy Current Test Probe	Slovenia	Granted	10700929.2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
23. Apparatus for Automated Positioning of Eddy Current Test Probe	South Korea	Granted	10-2011-7019217	18-Aug-11	10-1894596	28-Aug-18	19-Jan-10
24. Apparatus for Automated Positioning of Eddy Current Test Probe	Spain	Granted	10700929.2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
25. Apparatus for Automated Positioning of Eddy Current Test Probe	Switzerland	Granted	10700929.2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
26. Apparatus for Automated Positioning of Eddy Current Test Probe	United Kingdom	Granted	10700929.2	12-Aug-11	2389538	10-Aug-16	19-Jan-10
27. Apparatus for Automated Positioning of Eddy Current Test Probe	United States	Granted	13/963630	09-Aug-13	9273985	01-Mar-16	N/A
28. Apparatus for Automated Positioning of Eddy Current Test Probe	Belgium	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10

Title	Jurisdiction	Status	Application No.	Application Date	Patent No.	Grant Date	National Filing Date
Current Test Probe							
29. Apparatus for Automated Positioning of Eddy Current Test Probe	Canada	Granted	2967589	17-May-17	2967589	25-Jun-19	19-Jan-10
30. Apparatus for Automated Positioning of Eddy Current Test Probe	EPC	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
31. Apparatus for Automated Positioning of Eddy Current Test Probe	Finland	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
32. Apparatus for Automated Positioning of Eddy Current Test Probe	France	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
33. Apparatus for Automated Positioning of Eddy Current Test Probe	Germany	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
34. Apparatus for Automated Positioning of Eddy Current Test Probe	Slovakia	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
35. Apparatus for Automated Positioning of Eddy Current Test Probe	Slovenia	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
36. Apparatus for Automated Positioning of Eddy Current Test Probe	Spain	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
37. Apparatus for Automated Positioning of Eddy Current Test Probe	Switzerland	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10

Title	Jurisdiction	Status	Application No.	Application Date	Patent No.	Grant Date	National Filing Date
Current Test Probe							
38. Apparatus for Automated Positioning of Eddy Current Test Probe	United Kingdom	Granted	16183475.9	09-Aug-16	3163161	13-Mar-19	19-Jan-10
39. Multi-Angle Sludge Lance	United States	Pending	14/339826	24-Jul-14			N/A

(2) Trademarks

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Record Owner Name
1. THUNDERBOLT	United States of America	Pending	87/679744	10-Nov-2017			BWXT Nuclear Energy, Inc.
2. THUNDERBOLT	European Union	Registered	017448242	09-Nov-2017	017448242	09-Nov-2017	BWXT Nuclear Energy, Inc.
3. THUNDERBOLT	International Registration	Registered	1415650	09-May-2018	1415650	09-May-2018	BWXT Nuclear Energy, Inc.
4. THUNDERBOLT	Japan	Registered	1415650	09-May-2018	1415650	09-May-2018	BWXT Nuclear Energy, Inc.
5. THUNDERBOLT	Korea, Republic of	Registered	1415650	09-May-2018	1415650	09-May-2018	BWXT Nuclear Energy, Inc.
6. THUNDERBOLT	Taiwan	Registered	107028678	09-May-2018	01962566	01-Jan-2019	BWXT Nuclear Energy, Inc.

(3) Copyrights

None.

(4) Domain Names

None.

(5) Unregistered Intellectual Property

Baffle Bolt Technology: including know-how, drawings, processes, techniques, methods, and documentation related thereto.

Laser Profilometry and Moisture Separator Weld Repair Technology: including know-how, drawings, processes, techniques, methods, and documentation related thereto.

Tube Stabilization Technology: including know-how, drawings, processes, techniques, methods, and documentation related thereto.

Mechanical Rolled Plugging Technology: know-how, drawings, processes, techniques, methods, and documentation related to the design, manufacture, and commercialization of leak-tight mechanical rolled plugs (“**Mechanical Rolled Plugging Technology**”).

SSI/FOSAR Strip Technology: including know-how, drawings, processes, techniques, methods, and documentation related to the design, manufacture, qualification, and commercialization of SSI/FOSAR strips.

ZR-100 Technology: know-how, specifications and documentation regarding: (i) 3D models of the robot, controller, dual guided tube, calibration plate, check out tubesheet and install hardware for each designed configuration that supports North American commercial steam generators; (ii) assembly, wiring, and machine drawings of all ZR-100 Product parts and part lists; (iii) inspection and testing specifications and procedures and manufacturing assembly instructions; (iv) currently designed configuration information for tube pitches; (v) user guide associated with the ZR-100 Finger Walker Robotic Manipulator (the “**Product**”); (vi) designs, drawings, bills of material for special tooling and jigs used for manufacturing the Product; and (vii) the documentation listed below.

Product Number	Description of Documentation
10041747	ZR-100 Timing Jig
10041746	Stride Drive Pulley Socket
10041745	Stride Drive Shim Tool
10036632	Stride Final Shim
10031530	Stride Pulley Tool
10041825	ZR-100 Slip Ring Connector Align Tool
10041803	Sonic Tension Meter
10041802	Wrench, S-Shape Box, 5/16”-3/8”, 12-Point
10031992	Gripper Module ID Smalley Sleeve
10031993	Gripper Module ID Smalley Plunger
10032650	Gripper Module Dowel Set Tool
10033387	ZR-100 Leg Drill Jig Assembly

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10044071	Gripper Wiper Install Tool
10040101	ZR-100 Solid GT Pass/Fail Alignment Tools
10039913	Form Board for Main Harness Manufacturing

Attachment I - 7

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ATTACHMENT II

LICENSED INTELLECTUAL PROPERTY

“Low-pressure Rail or Cart-based Flushing System Technology”, including know-how, drawings, processes, techniques, methods, and documentation related to the design, manufacture, qualification, and commercialization of rail or cart-based flushing systems (i.e. systems having a nominal 3,000 PSI pressure output).

ATTACHMENT III

LICENSED-BACK INTELLECTUAL PROPERTY

The Mechanical Rolled Plugging Technology.