

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7455150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FREDERICK BOTHA	12/16/2021
JACKSON KEPPEL	12/14/2021
AZAT YUMADILOVICH GALIMOV	04/30/2014
RECEIVING PARTY DATA	
Name:	NUSCALE POWER, LLC
Street Address:	6650 SW REDWOOD LANE
Internal Address:	SUIT 210
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97224
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17071838
CORRESPONDENCE DATA	
Fax Number:	(206)332-7198
<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:	3107889900
Email:	patentprocurement@perkinscoie.com,tflores@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	136863-8072.US01
NAME OF SUBMITTER:	CHRISTINA FLORES
SIGNATURE:	/christina flores/
DATE SIGNED:	07/27/2022
Total Attachments: 11	
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ASSIGNMENT BY INVENTOR

This Assignment is by the following individuals (the "Assignor"):

- Frederick Botha having a mailing address of 6650 SW Redwood Lane, Suite 210, Portland, Oregon 97224;
- Jackson Keppen having a mailing address of 6650 SW Redwood Lane, Suite 210, Portland, Oregon 97224; and
- Azat Yumadilovich Galimov having a mailing address of 6650 SW Redwood Lane, Suite 210, Portland, Oregon 97224.

The Assignor has invented one or more certain inventions (the "Invention(s)") described in an application for Letters Patent of the United States titled HEAT PIPE NETWORKS FOR HEAT REMOVAL, SUCH AS HEAT REMOVAL FROM NUCLEAR REACTORS, AND ASSOCIATED SYSTEMS AND METHODS naming the Assignor as inventor and filed on October 15, 2020, as U.S. Patent Application No. 17/071,838. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and a serial number of said application when officially known.

NuScale Power, LLC, having its principal place of business at 6650 SW Redwood Lane, Suite 210, Portland, Oregon 97224 (the "Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Applications, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby sells, assigns, and transfers to Assignee, its successors, legal representatives and assign, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the

right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignor warrants that Assignor owns the Rights and that the Rights are unencumbered. Assignor also agrees to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor requests the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

Date: _____ Signature _____
 Frederick Botha

Date: 12/14/2021 Signature _____
 Jackson Keppen
Digitally signed by Jackson Keppen
 Date: 2021.12.14 13:57:48 -08'00'
 Jackson Keppen

Date: _____ Signature _____
 Azat Yumadilovich Galimov

For NuScale Power, LLC:

Date: _____ Signature _____
 Gloria Steinberg
Digitally signed by Gloria Steinberg
 Date: 2022.01.14 11:46:49 -08'00'
 Authorized Signer

 Authorized Signer – Printed Name

 Authorized Signer – Title

right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignor warrants that Assignor owns the Rights and that the Rights are unencumbered. Assignor also agrees to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor requests the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

Date: _____ Signature **Derick Botha** Digitally signed by Derick Botha
Date: 2021.12.16 16:34:38 -08'00'
Frederick Botha

Date: _____ Signature _____
Jackson Keppen

Date: _____ Signature _____
Azat Yumadilovich Galimov

For NuScale Power, LLC:

Date: _____ Signature **Gloria Steinberg** Digitally signed by
Gloria Steinberg
Date: 2022.01.14
11:47:07 -08'00'
Authorized Signer

Authorized Signer – Printed Name

Authorized Signer – Title

CONFIDENTIALITY, PROPRIETARY RIGHTS AND NONCOMPETITION AGREEMENT

I, the undersigned employee, enter into this Confidentiality, Proprietary Rights and Noncompetition Agreement ("Agreement") with NuScale Power, LLC ("Company"). This Agreement will be effective upon my first day of work for Company.

Company has researched, compiled and developed certain proprietary data, including, but not limited to customer information, trade secrets, and other information which is not generally disclosed by Company to the public. In the course of my employment with Company, I may acquire knowledge (both orally and in writing) relating to confidential affairs of the company and confidential, proprietary, and trade secret information. In consideration of my employment, and Company's time, effort and resources devoted to my training and briefing, and my access to Confidential Information (defined below) that will assist me in performing my job duties, I agree as follows:

[REDACTED]

Employee Initials A.G.

3. Assignment of Inventions.

(a) **"Inventions"** means ideas, improvements, designs, processes, formulas, techniques, authored works (whether software or other forms), and/or discoveries, whether or not reduced to writing, and whether or not patentable or copyrightable.

(b) **"Covered Work"** means Inventions conceived by me (alone or with others) while employed by Company, or that are developed in whole or in part on Company's time, or in whole or in part using Company's equipment, supplies, or facilities, or that depend for their effectiveness on, or incorporate, Confidential Information. An Invention I conceive or develop is Covered Work whether or not my activities occur (i) on or off the premises, (ii) before, during or after working hours, or (iii) within or without the scope of work assigned to me.

(c) **Assignment.** I understand that Covered Work is work made for hire and, in any case, owned exclusively by Company. To the extent any such Covered Work does not qualify as work made for hire, I hereby assign to Company all worldwide right, title and interest to all such Covered Work, whenever made. I hereby waive any rights and claims I may have in any jurisdiction to any moral rights of "droit moral" with respect to any Covered Work and confirm that Company has the right to make, have made, and own enhancements, derivative works, and other modifications to Covered Work.

(d) **Reporting.** I agree to inform an officer of Company if I intend to incorporate into Company's products or technology or otherwise use for Company's benefit any Invention I made that I believe is not a Covered Work. If I fail to inform an officer of Company prior to such use of an Invention I made, I hereby grant to Company a non-exclusive, unlimited, perpetual, irrevocable, worldwide, royalty-free right and license to use such Invention in connection with Company's business and in its sole discretion.

(e) **Exceptions.** Except as provided in Section 3(d) above, this Section 3 does not apply to any Invention I made that predates my employment with Company and which is identified on Exhibit A to this Agreement. This Section 3 also does not apply to any invention for which no equipment, supplies, facilities, or trade secret information of Company was used and which was developed entirely on my own time, unless (i) the invention relates directly to the business of Company, or to Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work I performed for Company.

(f) **Cooperation.** I will reveal promptly all information relating to Inventions and Covered Work to an appropriate officer of the Company. At Company's expense, and for no additional compensation, I will cooperate fully and promptly with Company and execute such documents as may be requested if Company desires to seek, document, enhance, or defend Company's ownership, copyright, patent, trademark, or other intellectual property protection relating to any Covered Work, even after I no longer work for Company. I appoint Company (and its authorized agents) as my agent and attorney-in-fact for the following limited purposes: to take any action to obtain patents, copyrights, or other kinds of legal protection in Covered Works; to assign those rights to Company; and to protect those rights from infringement. This

appointment and power of attorney are irrevocable. Any action taken by Company under this power of attorney will have the same legal effect as if I did it myself.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Employee Initials A.G.

[REDACTED] doing [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Employee Initials A.G.

[REDACTED]

pocket expenses, at trial and on appeal.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Type or Print Employee Name:

AZAT GALIMOV

Signature: _____

[Handwritten Signature]

Date: _____

04/30/2014

EXHIBIT A


List of Prior Inventions and Original Works of Authorship Excluded from Section 3

TITLE DATE IDENTIFYING NUMBER OR DESCRIPTION

_____ No inventions or improvements

_____ Additional sheets attached

Print Name: AZAT GALIMOV

Signature of Employee:  _____

Date: 04/30/2014

EXHIBIT B

Termination Certification

I hereby certify that I have returned all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, documents, and property, including copies and reproductions of all of the aforementioned items belonging to Company, its subsidiaries, affiliates, successors and assigns, and deleted all Confidential Information (as defined in the Company's Confidentiality, Proprietary Rights and Noncompetition Agreement signed by me) from all personal computers and servers that are not within Company's control, excepting only (i) my personal copies of records relating to my employment; and (ii) my copy of the Confidentiality, Proprietary Rights and Noncompetition Agreement. I further certify that I have complied with all the terms of the Confidentiality, Proprietary Rights and Noncompetition Agreement, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I hereby affirm my continuing obligations under the Confidentiality, Proprietary Rights and Noncompetition Agreement, notwithstanding the termination of my employment relationship.

Print Name: _____

Signature of Employee: _____

Date: _____

NuScale Power

SENIOR PROFESSIONAL
RELOCATION POLICY

10/13/11

Prepared by Archibald Relocation

