

10-13-1998



COVER SHEET
ONLY

OCT 10 1998

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Diamond Power International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Babcock & Wilcox Company

Internal Address: _____

Street Address: 1450 Poydras Street

City: New Orleans State: LA Zip: 70112

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:

Nunc Pro Tunc
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 1, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,083,895

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert J. Edwards

Internal Address: Patent Department
McDermott Incorporated

Street Address: 1450 Poydras Street
New Orleans, LA 70112

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be changed to deposit account

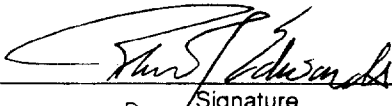
8. Deposit account number:
13-0202

(Attach duplicate copy of this page if paying by deposit account)

10/05/1998 JSHRBAZZ 00000162 130202 1003895
 01 FC:481 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert J. Edwards  October 1, 1998
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 3

UNITED STATES
TRADEMARK ASSIGNMENT
NUNC PRO TUNC

WHEREAS, Diamond Power International, Inc., a corporation organized and existing under the laws of the State of Delaware, with executive offices at 1450 Poydras Street, New Orleans, Louisiana 70112 (hereinafter called "Assignor") owned the trademark "ASHFRAC" which is registered under No. 1,083,895 dated January 31, 1978 in the United States Patent and Trademark Office (hereinafter called "Assigned Mark");

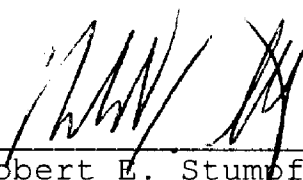
AND WHEREAS, said Assignor has assigned the entire right, title, and interest in and to said Assigned Mark and the registration of the Assigned Mark, together with the goodwill of the business in connection with which the Assigned Mark is and has been used, to The Babcock & Wilcox Company, a corporation organized and existing under the laws of the State of Delaware, with executive offices at 1450 Poydras Street, New Orleans, Louisiana 70112 (hereinafter called "Assignee"), effective on January 28, 1998, in exchange for various good and legal consideration, but without formal written assignment of the Assigned Mark;

NOW THEREFORE, the Assignor cognizant of the January 28, 1998 transaction, hereby executes this nunc pro tunc assignment in order to clarify ownership of the Assigned Mark and to confirm that the Assignor does hereby sell, assign, transfer and convey to the Assignee, its successors and assigns or their legal representatives, (a) the entire right, title, and interest of the Assignor in and to the Assigned Mark and the registration of the Assigned Mark and all extensions and renewals thereof, together with the goodwill of the business in connection with which the

Assigned Mark is and has been used, and (b) all rights, interest, claims, demands, recoverable in law or in equity, that the Assignor has or may have in profits and damages for past and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the Assignor had this Agreement not been made.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be duly executed this 1st day of October 1998.

Seal DIAMOND POWER INTERNATIONAL, INC.

BY: 

Robert E. Stumpf
Assistant Secretary

Witness:



Beverly R. Glorioso