

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
British Nuclear Fuels plc		04/01/2005	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	BIL Solutions Limited
Street Address:	1100 Daresbury Park
City:	Daresbury, Warrington
State/Country:	UNITED KINGDOM
Postal Code:	WA4 4GB
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75663207	RADSCAN
Registration Number:	2250749	TRU-D
Registration Number:	2562076	DISPIM
Registration Number:	2499458	CIDAS
Registration Number:	2523781	FISSTRACK
Registration Number:	2580466	DRUMSCAN
Serial Number:	75420961	DRUMSCAN
Registration Number:	2376457	IPAN
Registration Number:	2282740	IPAN
Serial Number:	78429570	BIL
Serial Number:	78430244	BIL

CORRESPONDENCE DATA

Fax Number: (801)328-1707

900064227

**TRADEMARK
 REEL: 003440 FRAME: 0139**

OP \$290.00 75663207

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801.533.9800
Email: dtangren@wnlaw.com
Correspondent Name: Dana L. Tangren
Address Line 1: 60 East South Temple
Address Line 2: 1000 Eagle Gate Tower
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER: 10256.0

DOMESTIC REPRESENTATIVE

Name: Dana L. Tangren
Address Line 1: 60 East South Temple
Address Line 2: 1000 Eagle Gate Tower
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER: Dana L. Tangren

Signature: /dana l. tangren, reg. # 37246/

Date: 12/07/2006

Total Attachments: 14

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DATED 31 March 2005

NUCLEAR TRANSFER SCHEME

of

THE SECRETARY OF STATE

under

SECTION 38 OF THE ENERGY ACT 2004

**in respect of certain property, rights and liabilities
of**

**British Nuclear Fuels plc
and BNFL (IP) Limited**

in favour of

BIL Solutions Limited

Herbert Smith

THIS NUCLEAR TRANSFER SCHEME IS MADE ON 31 March 2005
BY

The Secretary of State for Trade and Industry

IN FAVOUR OF

BIL Solutions Limited, a company existing under the laws of England and Wales with registration number 2888907 whose registered office is at 1100 Daresbury Park, Daresbury, Warrington WA4 4GB (the "Transferee")

WHEREAS:

- (A) The Secretary of State may in exercise of the powers conferred on her by section 38 of, and schedule 5 to, the Energy Act 2004 (the "Energy Act") make a nuclear transfer scheme.
- (B) Under section 39 of the Energy Act, a nuclear transfer scheme may provide for the transfer to a publicly owned company, the NDA or a consenting person of property, rights and liabilities falling within section 39(2) of the Energy Act from BNFL, UKAEA, a publicly owned nuclear company or a company designated for the purposes of section 39(3)(b) of the Energy Act by an order made by the Secretary of State or a wholly owned subsidiary of any such person.
- (C) Before making this nuclear transfer scheme, the Secretary of State has consulted with the NDA and BNFL in accordance with section 38(3) and section 38(4) of the Energy Act.
- (D) The Treasury has consented to the making of this nuclear transfer scheme in accordance with section 38(6) of the Energy Act.
- (E) In accordance with paragraph 10(2) of schedule 5 to the Energy Act, the Secretary of State has given notice of her proposals to such persons as she considers appropriate for enabling the provisions of the Transfer Regulations applicable to any transfer of an undertaking or a part of an undertaking in accordance with this nuclear transfer scheme to be complied with by the transferors.
- (F) The transfer of the property, rights and liabilities to the Transferee under this nuclear transfer scheme will be treated as a succession, within the meaning of the EC Sixth Council Directive, Article 5 (8), notwithstanding that the transfer should be outside the scope of VAT as it is made pursuant to the Energy Act 2004.
- (G) The transfer of property, rights and liabilities under this nuclear transfer scheme (and by virtue of paragraph 5 of schedule 5 to the Energy Act 2004, that Act) is expected to be accounted for by the use of a transfer reserve within the Capital and Reserves section of the balance sheets of the transferors and the Transferee.

THIS NUCLEAR TRANSFER SCHEME PROVIDES AS FOLLOWS:

1. **INTERPRETATION**

1.1 In this Scheme (including the schedules), except where the context otherwise requires:

"BNFL"

means British Nuclear Fuels plc (expected to be renamed British Nuclear Group Sellafield Limited on the Effective Date), a company existing under the laws of England under company registration number 1002607 whose registered office is at 1100 Daresbury Park, Daresbury, Warrington, Cheshire WA4 4GB and previously known as the Nuclear Fuels Company as described in section 196 of the Energy Act;

"BNFL (IP) Limited"

means BNFL (IP) Limited, a company existing under the laws of England under company registration number 4394355 whose registered office is at 1100 Daresbury Park, Daresbury, Warrington, Cheshire WA4 4GB;

"Creditor"

means any obligation of BNFL to pay a liquidated sum relating to the Relevant Activity on or before 31st March 2005 which either has been or would, if identified, have been accounted for in the books and records of BNFL as a creditor;

"Continuing Annual Payments"

means all and any obligation or liability to make contributions to a pension scheme in respect of former employees of the Transferor in the period after the termination of their employment arising out of arrangement for the early retirement of those employees;

"Effective Date"

means 1st April 2005 or such date as the Secretary of State may appoint in accordance with clause 10;

"Employee Disease Liabilities"

means any obligations (whether actual or contingent) to pay damages or other compensation to present or former employees of BNFL in respect of illness, sickness or disease caused (wholly or partly) on or before 31st March 2005;

"Excluded Matters"

means the property, rights and liabilities listed in schedule 14;

"Former Employees"	means former employees of BNFL who are not employed by the Transferor on 31 st March 2005;
"Group Agreements"	means the agreements, licences or other instruments listed in part 2 of schedule 9;
"HSE Database"	means all information and underlying technology in and relating to the Lotus Notes records or database known as the IRS Corporate Memory and Knowledge Preservation, and all related Records including those stored at the Berkeley Technology Centre;
"Historic Employee Liabilities"	means any obligations (whether actual or contingent) to pay damages or compensation to Former Employees of BNFL which are not Employee Disease Liabilities and that relate to events on or before 31 st March 2005;
"Intellectual Property" or "IP"	means intellectual property including all inventions (whether patentable or not), design rights, database rights, copyright, semiconductor topography rights, unregistered trade and service marks, logos, get-up and trade names and, in each case, the goodwill attaching to them, all patents, utility models, registered designs, registered copyrights, registered trade and service marks, domain names and any applications for registration and rights to grant of any of the foregoing, confidential information, know-how, and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which subsist anywhere in the world;
"IT Licence"	means a licence of Intellectual Property in respect of Software or data;
"Magnox"	means Magnox Electric plc (expected to be renamed Magnox Electric Limited on the Effective Date), a company existing under the laws of England under company registration number 2264251 whose registered office is at 1100

	Daresbury Park, Daresbury, Warrington, Cheshire WA4 4GB;
"NDA"	means the Nuclear Decommissioning Authority established under section 1 of the Energy Act whose principal place of business is at Pelham House, Calderbridge, Cumbria CA20 1DB;
"New BNFL"	means Precis (2404) Limited (expected to be renamed British Nuclear Fuels plc on the Effective Date), a company existing under the laws of England under company registration number 5027024 whose registered office is at 1100 Daresbury Park, Daresbury, Warrington, Cheshire WA4 4GB;
"nuclear company"	has the meaning given by section 50 of the Energy Act;
"publicly owned"	has the meaning given to it in section 37 of the Energy Act;
"Records"	means records of the Transferor whether on paper, or in or on any electronic or electromagnetic media or in any other form;
"Records Agreement"	means an agreement regulating access to certain records to be entered into between the NDA and BNFL pursuant to a Scheme which is to become effective on the Effective Date;
"Registered Intellectual Property"	means anything listed in part 1 of schedule 4;
"Relevant Activity"	means the activity identified or described in schedule 1;
"Scheme"	means a nuclear transfer scheme within the meaning of section 38 of the Energy Act;
"Sellafield Restructuring Costs"	means all and any obligation or liability to make payments in respect of the termination of employment of any person employed on or after the Effective Date at Sellafield as part of a programme or initiative to reduce the manpower costs in respect of the

ongoing operation of Sellafield to the extent such obligation or liability relates to the employment of the relevant person prior to the Effective Date;

"Software"

means all computer software, together with any related supporting documentation and materials necessary to enable a user to make full use of the functionality of, or to administer effectively, such software;

"Taxation"

means any and all forms of tax, duty, rate, levy, charge or other imposition or withholding whatever and by whatever authority imposed and whether of the United Kingdom or elsewhere, including any tax (including any income tax required to be deducted or withheld from or accounted for in respect of any payment, corporation tax, advance corporation tax, capital gains tax, capital transfer tax, inheritance tax, development land tax, petroleum revenue tax, value added tax, customs duties, excise duties, lottery duty, air passenger duty, turnover taxes, insurance premium tax, rates (including the uniform business rate), stamp duty, stamp duty land tax, capital duty, stamp duty reserve tax, PAYE, national insurance and other similar contributions and any other taxes, duties, rates, levies, charges, imposts or withholdings corresponding to, similar to, replaced by or replacing any of them) together with any interest penalty or fine in connection with any of them regardless of whether any such taxes, duties, rates, levies, charges, imposts, withholdings, interest, penalties or fines are chargeable directly or primarily against or attributable directly or primarily to the Transferor or any other person and of whether any amount in respect of any of them is recoverable from any other person;

"Transferee"

means BIL Solutions Limited;

"Transferors"

means BNFL and BNFL (IP) Limited;

"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 1981;
"Transferred Technologies"	means the technologies, products or services listed in part 2 of schedule 4;
"UKAEA"	means the United Kingdom Atomic Energy Authority;
"Vesting Schemes"	means all the Schemes which enter into effect on the Effective Date.

- 1.2 In this Scheme, except where the context otherwise requires:
- 1.2.1 words and expressions defined in the Energy Act and not otherwise defined in this Scheme have the same meaning in this Scheme;
 - 1.2.2 the words "includes" and "including" and "in particular" are to be construed without limitation and without prejudice to the generality of the words which precede them;
 - 1.2.3 a reference to a clause, paragraph or schedule is to a clause, paragraph or schedule of this Scheme; and
 - 1.2.4 headings are for ease of reference and shall be ignored in construing this Scheme.
- 1.3 The schedules to this Scheme form part of this Scheme and reference to this Scheme includes reference to its schedules.

2. TRANSFER

- 2.1 Subject to the following provisions of this Scheme, there shall be transferred from the Transferors to the Transferee on the Effective Date the property, rights and liabilities of the Transferors immediately prior to this Scheme coming into force on the Effective Date relating to the Relevant Activity including but not limited to the property rights and liabilities in or relating to the things listed below excluding in each case the Excluded Matters and limited in the case of BNFL(IP) Limited to the property, rights and liabilities relating to the things described in paragraphs 2.1.3 and 2.1.6:
- 2.1.1 all the property, rights and liabilities relating to land (including fixed plant, machinery and equipment thereon) specified in schedule 2;
 - 2.1.2 the loose plant, equipment, machinery, fittings, and other chattels and the tangible assets set out or described in schedule 3;
 - 2.1.3 the Intellectual Property set out in schedule 4;
 - 2.1.4 the contracts, deeds and other instruments set out or described in schedule 5;
 - 2.1.5 the matters set out or described in schedule 6;

- 2.1.6 the Records set out or described in schedule 7; and
 - 2.1.7 the liabilities listed in schedule 8 (together with the benefit, where appropriate, of any insurance policy in relation to such liabilities as is held by the Transferors and as set out in schedule 8).
- 2.2 The rights and liabilities set out in schedule 9 shall be enforceable from the Effective Date by or against both the Transferee and the Transferors in the manner specified in that schedule.
 - 2.3 The Transferee shall following the Effective Date be obliged to compensate third parties under paragraph 11 of schedule 5 to the Energy Act in the manner set out in schedule 10.
 - 2.4 Nothing in this clause 2, or any other provision of this Scheme shall transfer the HSE Database to the Transferee.

3. **INTELLECTUAL PROPERTY**

Where any Registered Intellectual Property does not form part of a Transferred Technology it shall notwithstanding the occurrence of the Effective Date on request of the NDA be re-transferred to the NDA whether by modification of the Scheme or ~~otherwise while the Transferee is a publicly-controlled company within the meaning of section 50 of the Energy Act.~~

4. **DUTIES IN RELATION TO FOREIGN PROPERTY**

- 4.1 The foreign property, rights and liabilities identified in schedule 11 shall transfer to the Transferee.
- 4.2 The Transferors and Transferee shall comply with their respective obligations under paragraph 8 of schedule 5 to the Energy Act.
- 4.3 The Transferors and the Transferee shall in particular take all requisite steps to secure that the vesting of the foreign property, rights or liabilities identified in schedule 11 is effective under the relevant foreign law.

5. **SUPPLEMENTAL AGREEMENTS AND INSTRUMENTS**

On or as soon as practicable after the Effective Date or (in relation to the Licence Agreement at appendix 1) the request of the NDA the Transferors and Transferee or with such other person as allowed under paragraph 4(1)(a) of schedule 5 to the Energy Act shall enter into and execute or procure the entering into and execution of (as appropriate) the agreements, leases, deeds and other instruments listed in schedule 12.

6. **EMPLOYEES**

Without prejudice to clause 2 above or the Transfer Regulations, each of the persons named in schedule 13 and any replacement or additional employee of either Transferor who is predominantly engaged in activities relating to the Relevant Activity, who is engaged or reassigned after the date on which this Scheme is made and who immediately before the Effective Date is an employee of either Transferor shall on that date become an employee of the Transferee and all rights and liabilities under their employment contracts or in respect of their employment shall transfer to

the Transferee regardless of whether those rights and liabilities would otherwise be transferred by the Transfer Regulations.

7. SAME PERSON IN LAW

- 7.1 Subject to clause 7.2 for all purposes in relation to transfers in accordance with this Scheme (including for the purpose of any restriction on transfer, requirement for consent, pre-emption right, event of default, change of control provision, right to terminate or other provision in an agreement, deed or other instrument which but for this clause 7.1 would be contravened or triggered by, or become exercisable by reason of, the transfer and in relation to any licence or consent whether granted under statute, statutory instrument or otherwise), the Transferee is to be treated as the same person in law as the relevant Transferor.
- 7.2 Clause 7.1 shall not apply in respect of Taxation.

8. AGREEMENT MADE BY OR REFERRING TO THE TRANSFEROR

Agreements made, transactions effected or other things done by or in relation to either Transferor shall be treated, so far as may be necessary for the purposes of or in connection with the transfers made in accordance with this Scheme, as made, effected or done by or in relation to the Transferee.

9. DISPUTES

- 9.1 Subject to clause 9.4, if any dispute or difference in relation to this Scheme ("**Dispute**") arises between the Transferor and the Transferee, the Transferor and the Transferee shall, prior to the commencement of court proceedings, seek to have the Dispute resolved amicably by mediation in accordance with the CEDR Model Procedure. Unless otherwise agreed between the Transferor and the Transferee, the mediator will be nominated by CEDR.
- 9.2 To initiate the mediation either the Transferor or the Transferee shall give notice to the other in writing requesting a mediation. A copy of the notice shall be sent to CEDR.
- 9.3 If the Dispute has not been resolved to the satisfaction of either party within 45 days of the notice given under clause 9.2 or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may commence court proceedings in relation to the Dispute.
- 9.4 Where the delay inherent in recourse to mediation pursuant to clauses 9.1 to 9.3 could result in prejudice to either of the parties, such party shall at its option and discretion be entitled to seek immediate interlocutory relief from the courts of England and Wales or Scotland.

10. EFFECTIVE DATE

- 10.1 This Scheme shall come into force on the Effective Date in accordance with schedule 15.

10.2 The Secretary of State may prior to the coming into effect of this Scheme by instrument in writing modify the definition of the Effective Date set out in clause 1 and/or this clause 10.

11. MODIFICATION OF THE TRANSFER SCHEME BY AGREEMENT

This Scheme may be modified in accordance with paragraph 9 of schedule 5 to the Energy Act.

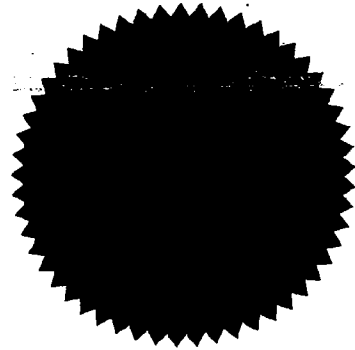
12. EXCLUSIVE JURISDICTION

The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales or Scotland.

This Scheme is made on the day and date first before written.

**THE CORPORATE SEAL of
THE SECRETARY OF STATE FOR
TRADE AND INDUSTRY**

is affixed to this nuclear transfer scheme
and authenticated by



..... *Severo M. S. Hardy*

A person duly authorised

*An official in the Department
of Trade and Industry*

SCHEDULE 4
INTELLECTUAL PROPERTY

Part 1

1. Intellectual Property of the Transferors, subject in each case, with the exception of the trademarks listed in this part 1 and any copyright in the contract management policies and procedures, to one or more licences in favour of the NDA, on the NDA's request, in the form attached at appendix 1 of identified rights relating to Intellectual Property.
2. For the avoidance of doubt, nothing referred to in paragraph 1 as to the allocation of any IT Licences shall have any effect under this Scheme.

TRADE MARKS OWNED BY BNFL

Trade Mark No.	Trade Mark	12.1 Country	12.2 Class	Application No.	Application Date	Registration No.	Registration Date	Status
TM19	RADSCAN	AU	9, 41	731115	01/04/97	731115	07/05/99	Registered
TM19	RADSCAN	TW	9	86026180	27/05/97	825765	16/11/98	Registered
TM19	RADSCAN	TW	41	86026179	27/05/97	97833	01/02/98	Registered
TM19	RADSCAN	JP	9, 42	9120146	22/05/97	4433100	17/11/00	Registered
CTM4	RADSCAN	US		75663207	18/03/99			Pending
TM21	TRU-D	EP	9, 41	000094003	01/04/96	000094003	14/09/98	Registered
TM21	TRU-D	GB	9	2103862	27/06/96	2103862	05/12/97	
TM21	TRU-D	CA	9	842707	21/04/97	513340	27/07/99	
TM21	TRU-D	HK	9	9616195	24/12/96	9908408	07/07/99	Registered
TM21	TRU-D	TW	9	85066234	27/12/96	821103	16/10/98	
TM21	TRU-D	US	9	75217112	23/12/96	2250749	08/06/99	Registered
CTM6	TRU-D	EP	9	000450882	10/12/96	000450882	25/09/98	Registered
TM26	DISPIM	HK	9	9704326	03/04/97	9803432	09/04/98	
TM26	DISPIM	HK	41	9704327	03/04/97	9810826	21/10/98	Registered
TM26	DISPIM	JP	9, 42	9120147	22/05/97	4433101	17/11/00	Registered
TM26	DISPIM	TW	9	86026024	26/05/97	00815158	31/08/98	Registered
TM26	DISPIM	TW	41	86026025	26/05/97	00098351	16/02/98	Registered
TM26	DISPIM	US	9, 41	75296644	22/05/97	2562076	16/04/02	Registered
TM26	DISPIM	AU	9, 41	731180	02/04/97	731180	26/06/98	Registered
CTM5	DISPIM	EP	9, 41	000094037	01/04/96	000094037	14/09/98	Registered
TM27	CIDAS	GB	9, 41	2132599	13/05/97	2132599	01/05/98	Registered
TM27	CIDAS	RU	9, 41	98715124	15/09/98			
TM27	CIDAS	US	9	75736408	24/06/99	2499458	23/10/01	Registered

TM27	CIDAS	UA	9, 41	98093628	11/09/98				
CTM13	CIDAS	EP	9, 41	000924324	08/09/98	000924324	05/01/00		
TM29	IONSENS	GB	9, 41	2129863	16/04/97	2129863	12/12/97		
TM29	IONSENS	CA	9	858746	16/10/97	550395	07/09/01	Registered	
TM29	IONSENS	DE	9	39708247.9	25/02/97	39708247.9	16/09/97	Registered	
TM29	IONSENS	JP	9	09168841	16/10/97	4381447	12/05/00	Registered	
TM29	IONSENS	RU	9, 41	97715482	15/10/97	172210	11/02/99	Registered	
CTM14		EP	9, 41	000651497	15/10/97	000651497	19/05/99	Registered	
TM30		GB	9, 41	2129860	16/04/97	2129860	14/11/97	Registered	
TM30		CA	9	858724	16/10/97	524852	14/03/00	Registered	
TM30	FISSTRACK		9, 41	09168842	16/10/97	4380261	28/04/00	Registered	
TM30	FISSTRACK	RU	9, 41	97715484	15/10/97	173606	31/05/99	Registered	
TM30	FISSTRACK	US	9, 41	75374204	16/10/97	2523781	01/01/02	Registered	
CTM12	FISSTRACK	EP	9, 41	000651521	15/10/97	000651521	05/05/99	Registered	
TM31	DRUMSCAN	GB	9, 41	2139865	21/07/97	2139865	08/05/98	Registered	
TM31	DRUMSCAN	CA	9, 41	866928	21/01/98			Pending	
TM31	DRUMSCAN	CH	9, 41	9800440	21/01/98	464613	02/09/99	Registered	
TM31	DRUMSCAN	JP	9, 41	104758	09/04/98	4347978	24/12/99	Registered	
TM31	DRUMSCAN	KR	34	981557	21/01/98	446708	22/04/99		
TM31	DRUMSCAN	RU	9, 41	98700889	21/01/98	182568	14/12/99		
TM31	DRUMSCAN	TW	9	87003831	21/01/98	00853521	01/06/99		
TM31	DRUMSCAN	US	9	75420937	21/01/98	2580466	11/06/02	Registered	
TM31	DRUMSCAN	US	41	75420961	21/01/98			Pending	
CTM11	DRUMSCAN	EP	9, 41	000725887	21/01/98	000725887	06/09/99		
TM33	IPAN	GB	9, 41	2139326	21/07/97	2139326	06/03/98		
TM33	IPAN	JP	9	104757	09/04/98	4347977	24/12/99		
TM33	IPAN	US	9	75421119	21/01/98	2376457	15/08/00		
TM33	IPAN	US	41	75420933	21/01/98	2282740	05/10/99	Registered	
TM33	IPAN	NO	9, 41	9800560	21/01/98	191662	31/08/98	Registered	

CTM10	IPAN	EP	9, 41	000725754	21/01/98	000725754	01/06/99	Registered
TM34	RADVIEW	GB	9, 41	2139398	21/07/97	2139398	03/04/98	Registered
CTM9	RADVIEW	EP	9, 41	000725820	21/01/98			Pending
TM54	BIL (Word Mark)	GB	09, 42	2363286	14/05/04			Pending
TM54	BIL (Word Mark)	US	09, 42	78429570	04/06/04			Pending
TM55	BIL (Logo)	GB	09, 42	2363404	15/05/04			Pending
TM55	BIL (Logo)	US	09, 42	78430244	04/06/04			Pending
TM58	DOTS (Device)	GB	01, 04, 08, 09, 11, 14, 16, 18, 21, 25, 26, 28, 29, 30, 33, 37, 39, 40, 41, 42	2350910	06/12/03	2350910	14/05/04	Registered
TM58	DOTS (Device)	JP	01, 04, 09, 11, 37, 39, 40, 41, 42	0452595	07/06/04			Pending
TM58	DOTS (Device)	RU	01, 04, 09, 11, 37, 39, 40, 41, 42	04712489	07/06/04			Pending
TM58	DOTS (Device)	US	01, 04, 09, 11, 37, 39, 40, 41, 42	78430320	04/06/04			Pending
CTM58	DOTS (Device)	EP	01, 04, 09, 11, 37, 39, 40, 41, 42	003873437	07/06/04			Pending
TM60	ISOTOPES ARTWORK (Device Only)	GB	09, 42	2367921	10/07/04			Pending