

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOFCo-EFS Holdings LLC		03/30/2007	CORPORATION: DELAWARE
BWX Technologies Inc.		03/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rolls-Royce Fuel Cell Systems (USA) Inc.		
Street Address:	6065 Strip Avenue NW		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1973489	SOFCO	
CORRESPONDENCE DATA			
Fax Number:	(317)230-6572		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	Daniel.M.Barbieri@Rolls-Royce.com		
Correspondent Name:	Daniel M. Barbieri		
Address Line 1:	2001 S. Tibbs. Avenue		
Address Line 2:	S/C U-7		
Address Line 4:	Indianapolis, INDIANA 46241		
NAME OF SUBMITTER:	Daniel M. Barbieri		
Signature:	/Daniel M. Barbieri/		
Date:	10/08/2007		

Total Attachments: 4

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**TRADEMARK
 REEL: 003635 FRAME: 0962**

OP \$40.00 1973489

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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of March 30, 2007 (the "Effective Date") by and among SOFCo-EFS Holdings LLC, a Delaware limited liability company ("SOFCo"), McDermott Technology, Inc., a Delaware corporation ("MTI"), and BWX Technologies, Inc., a Delaware corporation ("BWXT," and together with SOFCo and MTI, the "Assignors"), and Rolls-Royce Fuel Cell Systems (US) Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement dated as of March 20, 2007 (the "Purchase Agreement") among the Assignors, The Babcock & Wilcox Companies, a Delaware corporation ("BWC"), the Assignee, and Rolls-Royce Fuel Cell Systems Limited, a company limited by shares and incorporated and registered in England and Wales ("RRFCS-UK"), pursuant to which the Assignors have agreed to sell to the Assignee the trademarks, service marks, and trademark and service mark applications and registrations set forth on Schedule A appended hereto (the "Trademarks");

WHEREAS, the Assignors and the Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to the Assignee of this instrument evidencing the assignment, sale, and transfer to the Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee agree as follows:

1. The Assignors hereby sell, grant, assign, transfer, and deliver to the Assignee all of their rights, title, and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns, and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignors had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for the Assignee's own use or for the use of its successors, assigns, or other legal representatives.

2. This Trademark Assignment shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. The Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office

and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment, and to issue to the Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

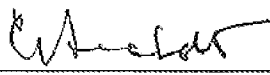
6. The Assignors hereby agree to execute such other documents and take such other actions as may be requested by the Assignee to evidence more fully the transfer of ownership of the Trademarks to the Assignee.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

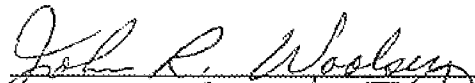
IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNORS:

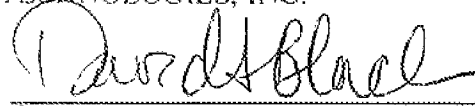
SOFECO-EFS HOLDINGS LLC

By: 
Name: CF SEBASTIAN cfs
Title: ASSIGNOR SECRETARY

MCDERMOTT TECHNOLOGY, INC.

By: 
Name: John R. Woolsey cfs
Title: President

BWX TECHNOLOGIES, INC.

By: 
Name: DAVID S. BLACE cfs
Title: VIC President and Controller

ASSIGNEE:

ROLLS-ROYCE FUEL CELL SYSTEMS (US) INC.

By: _____
Name: _____
Title: _____

and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment, and to issue to the Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

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IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNORS:

SOFCO-EFS HOLDINGS LLC

By: _____
Name:
Title:

MCDERMOTT TECHNOLOGY, INC.

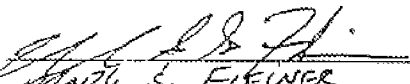
By: _____
Name:
Title:

BWX TECHNOLOGIES, INC.

By: _____
Name:
Title:

ASSIGNEE:

ROLLS-ROYCE FUEL CELL SYSTEMS (US) INC.

By: 
Name: MARK S. FEINER
Title: PRESIDENT

Schedule A

Trademarks and Service Marks and Applications and Registrations Therefor

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Application Date)</u>	<u>Goods and Services</u>
SOFCo	1973489	05/07/1996	Design, Engineering, Testing & Consulting Services Pertaining to Fuel Cells.
Bench Brat			Portable syngas generator
ReforMax			Compact fuel reformer