

TRADEMARK ASSIGNMENT

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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		03/21/2005	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	British Nuclear Group 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: 1			
Property Type	Number	Word Mark	
Serial Number:	78430419	BRITISH NUCLEAR GROUP	
CORRESPONDENCE DATA			
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ATTORNEY DOCKET NUMBER:	10256.110.1		
DOMESTIC REPRESENTATIVE			
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Address Line 1:	60 East South Temple		

OP \$40.00 78430419

Address Line 2: 1000 Eagle Gate Tower
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Dana L. Tangren
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Signature:	/dana l. tangren, reg. # 37246/
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Date:	11/13/2007
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Total Attachments: 17

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DATED 21 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

in favour of

British Nuclear Group Limited

Herbert Smith

TABLE OF CONTENTS

Clause	Heading	Page Nos.
1.	INTERPRETATION	2
2.	TRANSFER.....	6
3.	SUPPLEMENTAL AGREEMENTS AND INSTRUMENTS	6
4.	EMPLOYEES	6
5.	SAME PERSON IN LAW.....	7
6.	DISPUTES	7
7.	EFFECTIVE DATE.....	7
8.	MODIFICATION OF THE TRANSFER SCHEME BY AGREEMENT	7
9.	EXCLUSIVE JURISDICTION	7
	SCHEDULE 1: RELEVANT ACTIVITY	9
	SCHEDULE 2: SHARES SECURITIES AND INVESTMENTS	10
	SCHEDULE 3: CONTRACTS DEEDS AND OTHER INSTRUMENTS	11
	SCHEDULE 4: INTELLECTUAL PROPERTY	13
	SCHEDULE 5: RECORDS.....	16
	SCHEDULE 6: LIABILITIES AND INSURANCE POLICIES.....	17
	SCHEDULE 7: SHARED RIGHTS AND LIABILITIES.....	18
	SCHEDULE 8: COMPENSATION OBLIGATIONS.....	21
	SCHEDULE 9: SUPPLEMENTAL AGREEMENTS.....	22
	SCHEDULE 10: EMPLOYEES	23
	SCHEDULE 11: EXCLUDED MATTERS	27
	SCHEDULE 12: ORDER OF OCCURENCE	28
	APPENDIX 1: DEED OF ADHERENCE TO THE RECORDS AGREEMENT	30

THIS NUCLEAR TRANSFER SCHEME IS MADE ON 31 March 2005
BY

The Secretary of State for Trade and Industry

IN FAVOUR OF

British Nuclear Group Limited, a company existing under the laws of England and Wales with registration number 5245506 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 transferor.
- (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 both the transferor 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;
- "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;
- "Creditor"** means any obligation of the Transferor 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 the Transferor as a creditor;
- "Effective Date"** means 1st April 2005 or such date as the Secretary of State may appoint in accordance with clause 7;
- "Employee Disease Liabilities"** means any obligations (whether actual or contingent) to pay damages or other compensation to present or former employees of the Transferor 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 11;

"Former Employees"

means former employees of the Transferor who are not employed by the Transferor on 31st March 2005;

"Group Agreements"

means the agreements, licences or other instruments listed in part 2 of schedule 7;

"Historic Employee Liabilities"

means any obligations (whether actual or contingent) to pay damages or compensation to Former Employees of the Transferor which are not Employee Disease Liabilities and that relate to events on or before 31st March 2005;

"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;

"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;

"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 British Nuclear Group Limited;

"Transferor"

means BNFL;

"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 1981;
"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 Transferor to the Transferee on the Effective Date the property, rights and liabilities of the Transferor immediately prior to this Scheme coming into force on the Effective Date in or relating to the Relevant Activity including but not limited to the property, rights and liabilities in or relating to the things listed below but excluding in each case the Excluded Matters:

2.1.1 the shares, securities and investments listed in schedule 2;

2.1.2 the contracts, deeds and other instruments set out or described in schedule 3;

2.1.3 the Intellectual Property rights set out in schedule 4;

2.1.4 the Records set out or described in schedule 5; and

2.1.5 the liabilities listed in schedule 6 (together with the benefit, where appropriate, of any insurance policy in relation to such liabilities as is held by the Transferor and as set out in schedule 6).

2.2 The rights and liabilities set out in schedule 7 shall be enforceable from the Effective Date by or against both the Transferor and Transferee 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 8.

2.4 Nothing in this clause 2, or any other provision of this Scheme shall transfer the HSE Database to the Transferee.

3. SUPPLEMENTAL AGREEMENTS AND INSTRUMENTS

On or as soon as practicable after the Effective Date the Transferor 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 9.

4. EMPLOYEES

Without prejudice to clause 2 above or the Transfer Regulations, each of the persons named in schedule 10 and any replacement or additional employee of the Transferor who is predominantly engaged in activities relating to the Relevant Activity, who is engaged or reassigned after the date on which this schedule is made and who immediately before the Effective Date is an employee of the 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.

5. SAME PERSON IN LAW

5.1 Subject to clause 5.2 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 5.1 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 Transferor.

5.2 Clause 5.1 shall not apply in respect of Taxation.

6. DISPUTES

6.1 Subject to clause 6.4, 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.

6.2 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.

6.3 If the Dispute has not been resolved to the satisfaction of either party within 45 days of the notice given under clause 6.2 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.

6.4 Where the delay inherent in recourse to mediation pursuant to clauses 6.1 to 6.3 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.

7. **EFFECTIVE DATE**

7.1 This Scheme shall come into force on the Effective Date in accordance with schedule 12.

7.2 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 7.

8. **MODIFICATION OF THE TRANSFER SCHEME BY AGREEMENT**

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

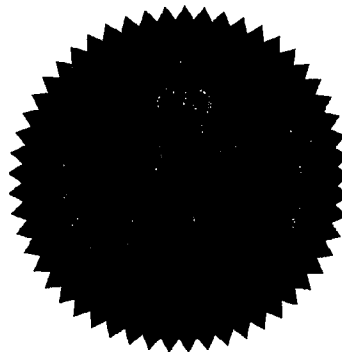
9. **EXCLUSIVE JURISDICTION**

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



Serena M.S. Hardy

A person duly authorised

An official in the
Department of Trade and Industry

SCHEDULE 4
INTELLECTUAL PROPERTY

Intellectual Property of the Transferor excluding IT Licences

TRADE MARKS OWNED BY BNFL

Trade Mark No.	Trade Mark	Country	Class	Application No.	Application Date	Registration No.	Registration Date	Status
TM57	BRITISH NUCLEAR GROUP (Plus Device)	GB	01, 04, 09, 11, 37, 39, 40, 41, 42	2350916	06/12/03			Pending
TM57	BRITISH NUCLEAR GROUP (Plus Device)	GB Div 1	01, 04, 08, 09, 11, 14, 16, 18, 21, 25, 26, 28, 29, 30, 33, 37, 39, 40, 41, 42	2350916A	01/10/04			Pending
TM57	BRITISH NUCLEAR GROUP (Plus Device)	JP	01, 04, 09, 11, 37, 39, 40, 41, 42	0452594	07/06/04			Pending
TM57	BRITISH NUCLEAR GROUP (Plus Device)	RU	01, 04, 09, 11, 37, 39, 40, 41, 42	04712487	07/06/04			Pending
TM57	BRITISH NUCLEAR GROUP (Plus Device)	US	01, 04, 09, 11, 37, 39, 40, 41, 42	78430419	04/06/04			Pending
CTM57	BRITISH	EP	01, 04, 09, 11,	003873411	07/06/04			Pending

	NUCLEAR GROUP (Plus Device)		37, 39, 40, 41, 42							
TM59	BRITISH NUCLEAR GROUP (Word Only)	GB	01, 04, 09, 11, 37, 39, 40, 41, 42	2350916	06/12/03				Pending	
TM59	BRITISH NUCLEAR GROUP (Word Only)	JP	01, 04, 09, 11, 37, 39, 40, 41, 42	0452596	07/06/04				Pending	
TM59	BRITISH NUCLEAR GROUP (Word Only)	RU	01, 04, 09, 11, 37, 39, 40, 41, 42	04712488	07/06/04				Pending	
TM59	BRITISH NUCLEAR GROUP (Word Only)	US	01, 04, 09, 11, 37, 39, 40, 41, 42	78430300	04/06/04					
CTM59	BRITISH NUCLEAR GROUP (Word Only)	EP	01, 04, 09, 11, 37, 39, 40, 41, 42	003871902	04/06/04				Pending	

SCHEDULE 15
ORDER OF OCCURRENCE

The Schemes listed below shall come into force in the order set out below. The coming into force of this Scheme is conditional on, and shall occur immediately after, the coming into force of the Scheme listed immediately before it.

Each Scheme shall be construed and interpreted and take effect by reference to the property, rights and liabilities of the transferor(s) for that Scheme after allowing for the effects of all preceding Schemes (if any) under which that transferor is either a transferor or a transferee.

Scheme	Transferor	Transferee
1.	British Nuclear Fuels plc and BNFL (IP) Limited	Westinghouse Electric Sweden AB
2.	British Nuclear Fuels plc and BNFL (IP) Limited	Westinghouse Electric Company LLC
3.	Uranium Asset Management Limited	NDA
4.	British Nuclear Fuels plc and BNFL (IP) Limited	Direct Rail Services Limited
5.	Magnox Electric plc	British Nuclear Group Limited
6.	International Nuclear Fuels Limited	Westinghouse Electric UK Limited
7.	International Nuclear Fuels Limited	Precis (2404) Limited
8.	British Nuclear Fuels plc	Westinghouse Electric UK Limited
9.	Fellside Heat & Power Limited	British Nuclear Fuels plc and the NDA
10.	British Nuclear Fuels plc	Uranium Asset Management Limited
11.	British Nuclear Fuels plc and BNFL (IP) Limited	BIL Solutions Limited
12.	Magnox Electric plc	BIL Solutions Limited
13.	Magnox Electric plc	Energy Sales and Trading Limited
14.	Magnox Electric plc	British Nuclear Group Project Services Limited
15.	British Nuclear Fuels plc and	British Nuclear Group Project

	BNFL (IP) Limited	Services Limited
16.	Magnox Electric plc	Nexia Solutions Limited
17.	British Nuclear Fuels plc and BNFL (IP) Limited	Nexia Solutions Limited
18.	British Nuclear Fuels plc	Magnox Electric plc
19.	British Nuclear Fuels plc	The Secretary of State
20.	British Nuclear Fuels plc	British Nuclear Group Limited
21.	British Nuclear Fuels plc	Springfields Fuels Limited
22.	Magnox Electric plc	NDA
23.	British Nuclear Fuels plc and BNFL (IP) Limited	NDA
24.	Magnox Electric plc	Precis (2404) Limited
25.	British Nuclear Fuels plc and BNFL (IP) Limited	Precis (2404) Limited
26.	The Secretary of State	British Nuclear Group Limited