

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babcock & Wilcox mPower, Inc.		09/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1455 Market Street, 5th Floor		
Internal Address:	Mail Code: CA5-701-05-19		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85633928	MPOWER AMERICA	
Serial Number:	85633949	MPOWER AMERICA	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4452178-0557		
NAME OF SUBMITTER:	Betty G. Smith		

900233437

TRADEMARK  
 REEL: 004860 FRAME: 0805

OP \$65.00 85633928

Signature:	/Betty G. Smith/
Date:	09/13/2012
<b>Total Attachments: 3</b> source=Babcock & Wilcox MPower, Inc.-Notice of Grant of Security Interest in Trademarks#page1.tif source=Babcock & Wilcox MPower, Inc.-Notice of Grant of Security Interest in Trademarks#page2.tif source=Babcock & Wilcox MPower, Inc.-Notice of Grant of Security Interest in Trademarks#page3.tif	

**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Pledge and Security Agreement dated as of June 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") among the Grantor (as defined below), the other grantors party thereto and the Administrative Agent for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications on Schedule 1 to the Administrative Agent for the ratable benefit of the Secured Parties.


The Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in such trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GRANTOR:

Babcock & Wilcox mPower, Inc.  
11525 N. Community House Road  
Suite 500  
Charlotte, NC 28277

BABCOCK & WILCOX MPOWER, INC.

By:   
Name: Dennis L. Aples  
Title: Vice President & Treasurer

Jurisdiction of Organization: Delaware

Acknowledged and accepted:

ADMINISTRATIVE AGENT:

Bank of America, N.A.  
Agency Management  
1455 Market Street, 5<sup>th</sup> Floor  
Mail Code: CA5-701-05-19  
San Francisco, CA 94103

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Very truly yours,

GRANTOR:

BABCOCK & WILCOX MPOWER, INC.

Babcock & Wilcox mPower, Inc.  
11525 N. Community House Road  
Suite 500  
Charlotte, NC 28277

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

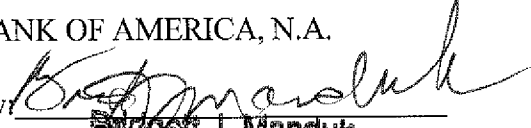
Jurisdiction of Organization: Delaware

Acknowledged and accepted:

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

Bank of America, N.A.  
Agency Management  
1455 Market Street, 5<sup>th</sup> Floor  
Mail Code: CA5-701-05-19  
San Francisco, CA 94103

By:   
Name: Budget J. Manduk  
Title: Assistant Vice President

SCHEDULE 1

TRADEMARKS

<b>OWNER</b>	<b>TRADEMARK</b>	<b>REGISTRATION NO./ SERIAL NO.</b>	<b>FILE DATE</b>
Babcock & Wilcox mPower, Inc.	mPOWER America Design	85/633928	5/24/2012
Babcock & Wilcox mPower, Inc.	mPOWER America, Words	85/633949	5/24/2012