

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592297

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900557323		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BWXT Nuclear Energy, Inc.		05/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Framatome Inc.		
Street Address:	3315 Old Forest Rd.		
City:	Lynchburg		
State/Country:	VIRGINIA		
Postal Code:	24501		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87679744	THUNDERBOLT	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College St.		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	064948/09000		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	08/17/2020		
Total Attachments: 5			
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SCHEDULE 1

SHORT FORM ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made this 29th day of May, 2020, in favor of Framatome Inc., a Delaware corporation (the "Buyer"), by BWXT Nuclear Energy, Inc., a Delaware corporation ("Seller").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Sale and Purchase Agreement (the "Purchase Agreement"), dated as of May 8, 2020, and that certain Intellectual Property Matters Agreement, dated as of May 29, 2020 (the "IPMA"), each of the Purchase Agreement and IPMA, by and between Seller and Buyer;

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement or IPMA, respectively; and

WHEREAS, pursuant to the Purchase Agreement and IPMA, Seller has agreed to sell, convey, transfer, assign and deliver to Buyer, all Transferred Intellectual Property, and Buyer has agreed to accept such assignment.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Subject to the terms and conditions set forth in the Purchase Agreement and the IPMA, Seller or its applicable Affiliate hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases, acquires and accepts from Seller or its applicable Affiliate, all of Seller's or its applicable Affiliate's right, title and interest in, to and under the Transferred Intellectual Property as identified on Attachment I hereto, and including the goodwill of the ongoing and existing business to which the trademarks on Attachment I pertain.

[Handwritten signature]
6/13/20

2. Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and the IPMA and is subject to the terms and conditions set forth in the Purchase Agreement and IPMA. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement or IPMA. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement or the IPMA, the terms and provisions of the Purchase Agreement or IPMA shall govern.

[Handwritten signature]

8-17-2020

3. Further Assurances. Seller shall take, or cause to be taken, all further actions, and to do, or cause to be done, all things necessary or desirable under Applicable Law to effectuate the sale, conveyance, transfer, assignment, and delivery of the Transferred Intellectual Property, including, without limitation, by executing, delivering, and filing, or causing to be executed, delivered, and filed such further documents and instruments, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of the



Purchase Agreement and IPMA.

4. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed and duly delivered by the other Party.

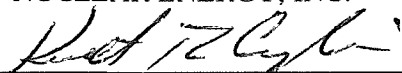
5. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof, shall be construed under, governed by, and enforced in accordance with the laws of the State of Delaware (without regard to the conflicts of law provisions thereof that would require the application of the Applicable Law of another jurisdiction, including Delaware laws relating to applicable statutes of limitations and burdens of proof).

6. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither Party may assign, delegate or otherwise transfer, directly or indirectly, in whole or in part, any of its rights or obligations under this Assignment without the prior written consent of the other Party. Notwithstanding the foregoing, no assignment, delegation or other transfer of rights under this Agreement shall relieve the assignor of any liability or obligation hereunder. Any attempted assignment, delegation or transfer in violation of this Section 6 shall be null and void.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first above written.

SELLER

BWXT NUCLEAR ENERGY, INC.


By: 

Name: Kenneth R. Camplin

Title: President

Acknowledged and accepted:

FRAMATOME INC.

By: 

Name: David M. Royer

Title: Secretary

[Attachment I to IPMA to be attached hereto.]

Purchase Agreement and IPMA.

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SELLER
BWXT NUCLEAR ENERGY, INC.

By: _____
Name: Kenneth R. Camplin
Title: President

Acknowledged and accepted:

FRAMATOME INC.
By:  _____
Name: David M. Royer
Title: Secretary

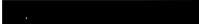
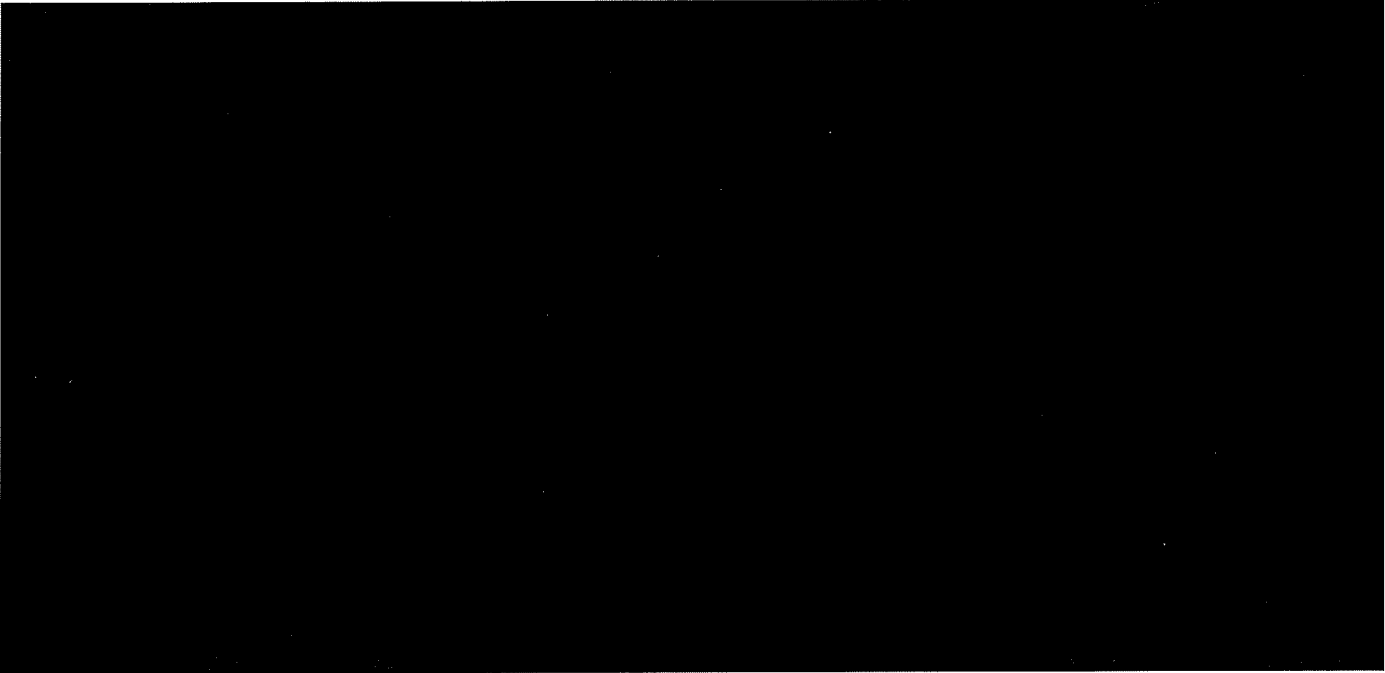
[Attachment I to IPMA to be attached hereto.]





ATTACHMENT I

TRANSFERRED INTELLECTUAL PROPERTY





2) Trademarks

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Record Owner Name
1. THUNDERBOLT	United States of America	Pending	87/679744	10-Nov-2017			BWXT Nuclear Energy, Inc.

