

04-10-2001



101658491

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

3-27-01

**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name POWERSAFETY INTERNATIONAL, INC.

Execution Date  
Month Day Year

03 16 2000

RECEIVED  
ASSIGNMENT  
DIVISION  
2001 MAR 27 PM 2:53

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization DELAWARE

**Receiving Party**

Mark if additional names of receiving parties attached

Name THE BABCOCK & WILCOX COMPANY

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1615 POYDRAS STREET

Address (line 2) \_\_\_\_\_

Address (line 3) NEW ORLEANS

LOUISIANA

70112

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/06/2001 DBYRNE 00000129 130200 1387087  
01 FC:481 40.00 CH  
02 FC:482 25.00 CH

**FOR OFFICE USE ONLY**

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1387087"/>	<input type="text" value="1387088"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ERIC MARICH

Name of Person Signing

*Eric Marich*

Signature

MARCH 26, 2001

Date Signed

**UNITED STATES**  
**TRADEMARK ASSIGNMENT**  
**NUNC PRO TUNC**

WHEREAS, PowerSafety International, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at P. O. Box 11886, Lynchburg, Virginia 24506-1886 (hereinafter called "Assignor") owned the trademarks listed in Schedule "A" attached hereto registered in the United States Patent and Trademark Office (hereinafter called "Assigned Marks");

AND WHEREAS, said Assignor has assigned the entire right, title, and interest in and to said Assigned Marks and the registration of the Assigned Marks, together with the goodwill of the business in connection with which the Assigned Marks are and have been used, to The Babcock & Wilcox Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 1615 Poydras Street, New Orleans, Louisiana 70112 (hereinafter called "Assignee"), effective on March 30, 1995, in exchange for various good and legal consideration;

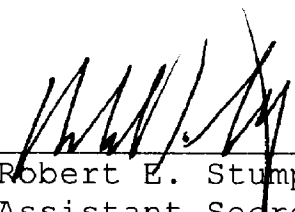
NOW THEREFORE, the Assignor cognizant of the March 30, 1995 transaction, hereby executes this nunc pro tunc assignment in order to clarify ownership of the Assigned Marks and to confirm that the Assignor does hereby sell, assign, transfer and convey to the Assignee, its successors and assigns or their legal representatives, (a) the entire right, title, and interest of the Assignor in and to the Assigned Marks and the registration of the Assigned Marks and all extensions and renewals thereof, together

with the goodwill of the business in connection with which the Assigned Marks are and have been used, and (b) all rights, interest, claims, demands, recoverable in law or in equity, that the Assignor has or may have in profits and damages for past and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the Assignor had this Agreement not been made.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be duly executed this 16 day of March, 2000.

PowerSafety International, Inc.

BY: \_\_\_\_\_

  
Robert E. Stumpf  
Assistant Secretary

NOTARY PUBLIC:

BY: D. Neil LaHaye  
D. Neil LaHaye, Notary Public  
Parish of Orleans  
State of Louisiana  
My Commission is for Life

**SCHEDULE A**

SERVICE MARK

REGISTRATION NUMBER

POWERSAFETY

1,387,087

POWERSAFETY INTERNATIONAL

1,387,088