
**SELLER'S ASSIGNMENT OF REFUNDS, REBATES,
CREDITS, AND OTHER AMOUNTS**

Pursuant to the terms of Subcontract No. _____ and in consideration of the reimbursement of costs and payment of fee, as provided in the said subcontract and any assignment thereunder, _____

(Seller's name and address)

(hereinafter called the Seller) does hereby:

1. Assign, transfer, set over and release to Lockheed Martin Energy Systems, Inc. (hereinafter called the Company), all right, title, and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the said subcontract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Company certified checks (made payable to Lockheed Martin Energy Systems, Inc.) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable cost when approved by the Company as stated in the said subcontract and may be applied to reduce any amounts otherwise payable to the Company under the terms hereof.

3. Agree to cooperate fully with the Company and the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Company and the Government to represent the Seller at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this _____ day
of

_____, 19 _____.

(Seller)

BY _____

TITLE _____