Seller's Release and Assignment of Claims for Cost Reimbursable Purchase Orders

Seller's Name and Address Purchase Order:

Pursuant to the terms of this Purchase Order (PO) and in consideration of the sum of $, (being the total amount paid to Seller, or its assignees, if any, in fee and reimbursed costs under said PO, except for $ thereof, which balance shall be paid to Seller, or its assignees, if any, promptly by Rocketdyne upon receipt of this release and assignment of claims), Seller does hereby:

a. Release and forever discharge Rocketdyne, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever in law and in equity, under or arising from said PO, except:

   (1) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known for the following claims: ;

   (2) Claims (including reasonable incidental expenses) based upon liabilities of the Seller to third parties arising out of the performance of this PO, provided that the claims are not known to the Seller on the date of the execution of the release, and that the Seller gives notice of the claims in writing to the Rocketdyne Buyer not more than five (5) years and nine (9) months after the date of this release or the date of any notice to Seller that Rocketdyne is prepared to make payment, whichever is earlier; and

   (3) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Seller under the patent clauses of the PO, excluding, however, any expenses arising from Seller's indemnification of Rocketdyne or the Government against patent liability.

b. Agree in connection with patent matters and any other unfulfilled duties under the PO, that it will comply with all of the provisions of said PO, including without limitation those provisions relating to notification of Rocketdyne and relating to the defense or prosecution of litigation.

c. Assign, transfer, set over and release to Rocketdyne all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon), arising out of the performance of the PO, together with all the rights of action which have accrued or which may hereafter accrue hereunder.

d. 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 Rocketdyne checks for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by Rocketdyne as stated in said PO and may be applied to reduce any amounts otherwise payable to Rocketdyne under the terms hereof.

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

IN WITNESS WHEREOF this Release and Assignment has been executed this day of , 20 .

SELLER

By: _____

Title:

Date: