

06-22-1999

To the Honorable Commissioner of



original documents or copy thereof.

1. Name of conveying party(ies):

Harsco Corporation
350 Poplar Church Road
Camp Hill, PA 17011

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)

☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

101041404

of receiving party(ies):

Name: Astralloy Wear Technology Corporation

Internal Address:

Street Address: 1550 Red Hollow Road

City: Birmingham State: AL ZIP: 35215

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 3/30/99

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State (Alabama)☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1295638 1370871
1574380 1007790
1097780Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Fallany O. Stover, Esq.

Internal Address:

Street Address: Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400

City: Birmingham State: AL ZIP: 35203

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

n/a

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Fallany Stover

Name of Person Signing

Signature

3/31/99

Date

Total number of pages comprising cover sheet:

Do not detach this portion

FC:481

40.00 OP

FC:482

100.00 OP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 001885 FRAME: 0268

REEL: 1885 FRAME: 0268

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is entered into as of 12:01 A.M. on March 30, 1999 (the "Effective Time") by and between **HARSCO CORPORATION**, a Delaware corporation ("Harsco"); **HARSCO TECHNOLOGIES CORPORATION**, a Minnesota corporation ("HTC"); and **ASTRALLOY WEAR TECHNOLOGY CORPORATION**, an Alabama corporation ("Buyer").

Recitals

WHEREAS, Harsco, HTC and Buyer have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") whereby Harsco and HTC have agreed to sell and transfer to Buyer the Transferred Assets, which include the Intellectual Property Assets;

WHEREAS, Harsco and/or HTC has adopted and is using the following trademarks which are registered with the United States Patent and Trademark Office and are included within the Intellectual Property Assets (collectively, the "Marks"):

<u>Name</u>	<u>Registration Number</u>	<u>Date</u>
BP6:33	1,295,638	09/18/84
ROL-MAN	1,574,380	01/02/90
ASTRALLOY	1,370,871	11/29/85
TRIP-L-TUFF	1,007,790	04/01/75; 03/28/95 (renewed)
ASTRALLOY-V	1,097,780	07/25/78 07/25/98 (renewed)

WHEREAS, Harsco and HTC are parties to that certain License Agreement dated April 1, 1998 (the "License Agreement") whereby HTC has granted Harsco a license to use certain intellectual property owned by HTC, including certain of the Intellectual Property Assets (including the Marks);

WHEREAS, pursuant to the Purchase Agreement, Harsco and HTC desire to assign and transfer all of their respective right, title and interest in and to the Intellectual Property Assets (including the Marks) to Buyer; and

WHEREAS, Buyer desires to acquire all right, title and interest in and to said rights and assets;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. As of the Effective Time, each of Harsco and HTC does hereby assign unto Buyer all of its right, title and interest in and to the Intellectual Property Assets (including the Marks), together with the good will of the Business symbolized thereby and all registrations in connection therewith (including any renewals and extensions of such registrations) secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Harsco and HTC if this Assignment and sale had not been made.

2. Harsco and HTC acknowledge and agree that, as of the Effective Time, any and all licenses granted pursuant to the License Agreement that in any way relate to or arise from any of the Intellectual Property Assets (including the Marks) are hereby terminated, such that, as of the Effective Time, Buyer shall have sole and exclusive ownership of and rights to the Intellectual Property Assets.

3. Harsco and HTC agree to execute and deliver to Buyer any and all additional papers which may be requested by Buyer to carry out the terms of this Assignment.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

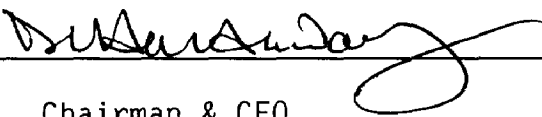
5. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the provisions, terms, conditions and limitations set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

6. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[Signatures on following page.]

Each of the undersigned has caused its authorized representative to execute this Assignment as of the Effective Time.

HARSCO CORPORATION

By 
Its Chairman & CEO

HARSCO TECHNOLOGIES CORPORATION

By Warren A. Weisel
Its Vice President

ASTRALLOY WEAR TECHNOLOGY CORPORATION

By 
Jean-Claude Beaudouin, President