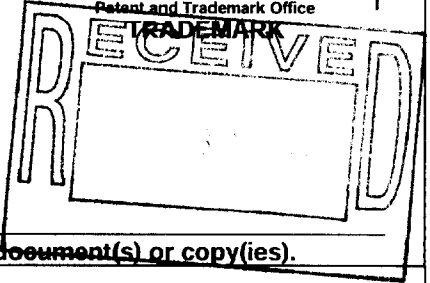


08-03-1999



101106456

U.S. Department of Commerce
Patent and Trademark Office



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type 7-30-99

- ☒ New
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Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
07 01 99

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Taylor - Wharton Gus Equipment Division of Harsco

07 01 99

Corporation

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 Harsco Technologies Corporation

DBA/AKA/TA

Composed of

Address (line 1) 415 N. Main Street

Address (line 2)

Address (line 3) Fairmont

Minnesota

56031

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization Minnesota

08/03/1999 DNGUYEN 00000007 2158329

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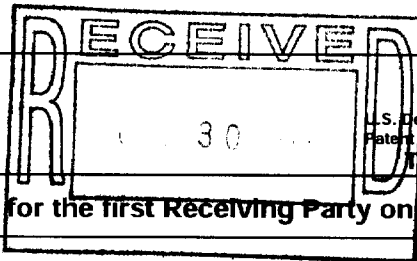
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01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Timothy J. Szuhaj

Address (line 1) White and Williams LLP

Address (line 2) 1800 One Liberty Place

Address (line 3) Philadelphia, PA 19103

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (215) 864-6348

Name Timothy J. Szuhaj

Address (line 1) White and Williams LLP

Address (line 2) 1800 One Liberty Place

Address (line 3) Philadelphia, PA 19103

Address (line 4)

Pages

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

5

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)

75411656

2158329

75411622

2156297

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115

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.

Timothy J. Szuhaj

Name of Person Signing

Signature

July 19, 1999

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 1st day of July, 1999 ("Effective Date"), by and between **Taylor-Wharton Gas Equipment Division of Harsco Corporation**, a Delaware corporation, with its principal office at 4718 Old Gettysburg Road, Suite 300, Mechanicsburg, Pennsylvania 17055, U.S.A. ("Assignor"), and **Harsco Technologies Corporation**, a Minnesota corporation ("Assignee") with its principal office at 415 N. Main Street, Fairmont, Minnesota, 56031, U.S.A. ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademark registrations and applications for the marks identified more fully in attached Schedules A and B, respectively ("the Marks"), and further is the sole and exclusive owner of all business goodwill related therewith; and

WHEREAS, Assignee desires to acquire all rights, title and interest in the Marks and all business goodwill related therewith.

NOW, THEREFORE, be it known that in consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks together with all goodwill associated therewith, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's

successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and payments by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment

to be signed and executed by the undersigned officers thereunto duly authorized this 15th day of

July
~~June~~, 1999.

TAYLOR-WHARTON GAS EQUIPMENT
DIVISION OF HARSCO CORPORATION

By: Paul C. Coppock

Name: Paul C. Coppock

Title: Senior Vice President,
Chief Administrative Officer, General Counsel
Harsco Corporation & Secretary

HARSCO TECHNOLOGIES CORPORATION

By: Salvatore D. Fazzolari

Name: Salvatore D. Fazzolari

Title: President

COMMONWEALTH

STATE OF Pennsylvania

:

: SS

COUNTY OF Cumberland

:

On this 15th day of July, 1999, there appeared before me Paul C. Coppock, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Taylor-Wharton Gas Equipment Division of Harsco Corporation.

Debra L. Steele

NOTARIAL PUBLIC
DEBRA L. STEELE, Notary Public
Wormleysburg, PA Cumberland County
My Commission Expires May 6, 2000

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	DATE
DURA ALUMINUM and Design	2,158,329	May 19, 1998
DURA STEEL and Design	2,156,297	May 12, 1998

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	DATE
DURA ALUMINUM	75-411,656	December 17, 1997
DURA STEEL	75-411,622	December 17, 1997