

12-01-2000



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**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

- ☐ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☒ Corrective Document
Reel # 1885 Frame # 0268

Conveyance Type

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

Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name HARSCO CORPORATION

033099

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 ASTRALLOY WEAR TECHNOLOGY CORPORATION

DBA/KA/TA

Composed of

Address (line 1) 1550 RED HOLLOW ROAD

Address (line 2)

Address (line 3) BIRMINGHAM

ALABAMA USA

35215

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization ALABAMA

09/19/2000 HTHAI1 00000064 1295638

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 OP
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002184 FRAME: 0387

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 (205) 254-1093

Name

M. BETH O'NEILL

Address (line 1)

MAYNARD, COOPER & GALE, P.C.

Address (line 2)

1901 Sixth Avenue North

Address (line 3)

2400 AmSouth/Harbert Plaza

Address (line 4)

Birmingham, AL 35203

Pages

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

#

3

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)

1295638	1574380	1097780
1370871	1007790	

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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.

M. BETH O'NEILL

Name of Person Signing

M. Beth O'Neill

Signature

8-22-00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark If additional names of conveying parties attached

Execution Date
Month Day Year

Name HARSCO TECHNOLOGIES CORPORATION

033099

Formerly

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

☐ Other

☒ Citizenship State of Incorporation/Organization MINNESOTA

Receiving Party

Enter Additional Receiving Party

☐ Mark If additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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 the Assignment)

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

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

☐ Mark If additional numbers attached

Trademark Application Number(s)

Registration Number(s)

2294

RE

06-22-1999

ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of

original documents or copy thereof.

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)
☐ Other

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

3. Nature of conveyance:

4-5-99

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

Execution Date:

3/30/99

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)

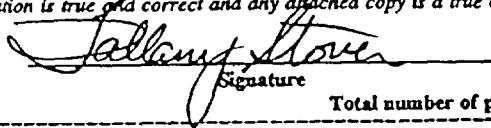
DO NOT USE THIS SPACE

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



3/31/99

Date

Total number of pages comprising cover sheet:

02/1999 JSHABAZZ 00000248 1295638

FE:441

40.00 OP

FE:442

100.00 OP

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

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231140E
NO SPEC
FeeTRADEMARK
REEL: 002184 FRAME: 0390

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.

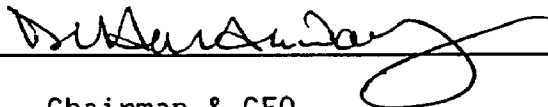
5. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the provisions, terms, conditions and limitations set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement,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