

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARSCO TECHNOLOGIES CORPORATION		12/07/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	TW CRYOGENICS LLC		
Street Address:	4075 Hamilton Boulevard		
City:	Theodore		
State/Country:	ALABAMA		
Postal Code:	36582		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2757239	KEEPFULL	
Registration Number:	1554396	LIGHTWEIGHTS	
Registration Number:	0734165	POLARSTREAM	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. BOX 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	320460.00054.1354NOT		
NAME OF SUBMITTER:	Jody L. Burtner		

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TRADEMARK
REEL: 003680 FRAME: 0655

Signature:

/Jody L. Burtner/

Date:

12/18/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 7, 2007 (the "*Effective Date*"), is made by and between **Harsco Technologies Corporation**, a Minnesota corporation ("*Assignor*"), and **TW Cryogenics LLC**, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset and Stock Purchase Agreement, dated as of November 28, 2007 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "**Sold Assets**" as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute "**Sold Assets**" under the Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries 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, designees 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 or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, 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, designees or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority throughout the world to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal

representatives.

Assignor shall provide to Assignee, its successors, assigns, designees or other legal representatives, without further consideration (except for expenses), cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks 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) implementation, perfection and/or recording of this Assignment.

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

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

HARSCO TECHNOLOGIES
CORPORATION

By:

Robert G. Yocum

Name:

Robert G. Yocum

Title:

President

STATE OF Pennsylvania)

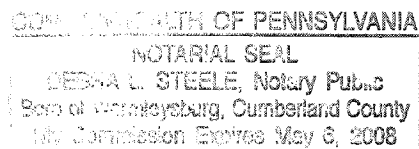
SS: COUNTY OF Cumberland)

On this 5th day of December, 2007 before me Robert G. Yocum, known to me to be President of **Harsco Technologies Corporation**, who acknowledged that he/she signed this instrument as a free act on behalf of **Harsco Technologies Corporation**.

Debra L. Steele

Notary Public:

My commission expires:



TW CRYOGENICS LLC

By: 

Name:

NATHAN BROWN

Title:

SECRETARY

STATE OF ILLINOIS)

SS: COUNTY OF COOK)

On this 27th day of December, 2007 before me NATHAN BROWN, known to me to be SECRETARY of TW Cryogenics LLC, who acknowledged that he/she signed this instrument as a free act on behalf of TW Cryogenics LLC.

Notary Public:

My commission expires:

Brenda L. Raebord
July 13, 2010

OFFICIAL SEAL
LINDA L. RAEBORD
NOTARY PUBLIC
ILLINOIS

SCHEDULE A TRADEMARKS

COUNTRY	REG. NO.	ISSUE DATE	SERIAL NO.	FILING DATE	TITLE	STATUS
United States	2,757,239	08/26/2003	76/369,394	02/11/2002	KEEPFULL	Issued
United States	1,554,396	09/05/1989	73/763,907	11/15/1988	LIGHTWEIGHTS & DESIGN	Issued
United States	734,165	07/10/1962	124,150	07/17/1961	POLARSTREAM	Issued