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 Infrastructure Holdings Inc.		11/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harsco Corporation
Street Address:	350 Poplar Church Road
City:	Camp Hill
State/Country:	PENNSYLVANIA
Postal Code:	17011
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1082272	CUPLOK

CORRESPONDENCE DATA

Fax Number: 2123108007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212) 310-8000

Email: devon.goldberg@weil.com

Correspondent Name: Jeremy Hutcher Address Line 1: 767 Fifth Avenue

Address Line 2: Weil, Gotshal & Manges LLP Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51711.0003
NAME OF SUBMITTER:	Devon J. Goldberg
Signature:	/Devon J. Goldberg/

REEL: 005158 FRAME: 0155

TRADEMARK

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Date:	11/20/2013
Total Attachments: 4 source=Trademark Assignment Harsco Infra source=Trademark Assignment Harsco Infra source=Trademark Assignment Harsco Infra source=Trademark Assignment Harsco Infra	astructure Holdings Inc#page2.tif astructure Holdings Inc#page3.tif

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of Your 19, 2013, by and between Harsco Infrastructure Holdings Inc., a Delaware corporation having a place of business at 350 Poplar Church Road, Camp Hill, PA, USA ("Assignor"), and Harsco Corporation, a Delaware corporation with offices located at 350 Poplar Church Road, Camp Hill, PA 17011 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment of Assigned Trademarks. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the trademarks and service marks, and related registrations and applications, listed on Schedule 1 hereto (the "Assigned Trademarks"), together with all goodwill associated with any of the Assigned Trademarks, and all of Assignor's rights, claims and privileges pertaining to any of the Assigned Trademarks, along with the right to sue and recover damages for past, present and future infringement or dilution of any of the Assigned Trademarks, including without limitation, all income, royalties, damages, settlements and payments now or hereafter due or payable with respect to the Assigned Trademarks in all causes of action (either in law or in equity). Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Assigned Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor. If Assignee is unable, for any reason whatsoever, to secure Assignor's signature to any document that Assignor has been requested to execute, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. Assignor hereby declares that the foregoing power is coupled with an interest and, as such, is irrevocable.
- 2. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one (1) and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto.

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IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

Harsco Infrastructure Holdings Inc.

Name: Barry E. Malamud

Title: President

Harseo Corporation

By: A. Vanam Dr

Name: A. Verona Dorch

Title: Vice President, General Counsel & Corporate Secretary

Schedule 1

Assigned Trademarks

Country	Country Trademark	Status	Appln. No.	Appln Date	Reg. No.	Reg, Date	Owner
U.S.	CUPLOK	Registered	73/128846	1-Jun-1977	1082272	17-Jan-1978	Harseo Infrastructure Holdinos Inc

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RECORDED: 11/20/2013