

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harsco Corporation		12/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brand Services, LLC		
Street Address:	1325 Cobb International Drive		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30152		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	0880742	20K	
Registration Number:	1203367	2OKA	
Registration Number:	1082272	CUPLOK	
Registration Number:	2275755	GASS	
Serial Number:	85734751	H H	
Serial Number:	85734743	HUNNEBECK	
Registration Number:	2713863	LOGIK	
Registration Number:	0924571	MOD-U-FORM	
Registration Number:	3116018	PATENT	
Registration Number:	3403255	PATENT	
Registration Number:	1900106	PATENT CONSTRUCTION SYSTEMS	
Registration Number:	3403256	PPATENT	
Registration Number:	2064302	PRO 1000	
Registration Number:	2007339	PRO 1000	

Registration Number:	1271507	QES
Registration Number:	1383015	QES
Registration Number:	1380063	QES
Registration Number:	1383970	QES QUICK ERECT SCAFFOLD
Registration Number:	1324044	QES QUICK ERECT SCAFFOLD
Registration Number:	2117101	SCAFFOLD TRACKER
Registration Number:	2867359	SCAFFOLD TRACKER PROJECT PROFESSIONAL
Registration Number:	0823865	SGB
Registration Number:	2115101	SPRINT
Registration Number:	1460601	STUDFORM
Registration Number:	2282046	SUREDECK
Registration Number:	0561559	TROUBLE SAVER
Registration Number:	1280484	TUBELOX

#### CORRESPONDENCE DATA

Fax Number: 212833807

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 833-8000

Email: devon.goldberg@weil.com

Correspondent Name: Jeremy Hatcher

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51711.0003/A716
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NAME OF SUBMITTER:	Devon J. Goldberg
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Signature:	/Devon J. Goldberg/
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Date:	12/06/2013
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#### Total Attachments: 5

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of December 5, 2013, by and between Harsco Corporation, a Delaware corporation having a place of business at 350 Poplar Church Road, Camp Hill, PA 17011, USA ("Assignor"), and Brand Services, LLC, a Delaware limited liability company with offices located at 1325 Cobb International Drive, Kennesaw, GA 30152, USA ("Assignee"). Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Purchase Agreement referred to below.

**WHEREAS**, Harsco Corporation ("Harsco") and Bullseye, Inc. ("Buyer") are, *inter alia*, parties to that certain Purchase Agreement dated September 15, 2013 (the "Purchase Agreement") pursuant to which Buyer acquired certain Target Shares and the Target Assets;

**WHEREAS**, pursuant to the Purchase Agreement, Harsco agreed, and agreed to cause the Non-Company Affiliates and Target Entities, to prepare and file assignment documents to record a Target Entity or other Subsidiary of Buyer as the record and beneficial owner of certain trademarks and service marks and related registrations and applications owned by Harsco, Non-Company Affiliates or Target Entities, as the case may be;

**WHEREAS**, Assignor is Harsco and Assignee is a Subsidiary of the Buyer;

**WHEREAS**, in accordance with the obligations of the Purchase Agreement, Assignor wishes to confirm Assignee's record and beneficial ownership of, and assign to Assignee any right, title and interest that Assignor may have in and to, the trademarks and service marks, and related registrations and applications, listed on the attached Schedule 1 (the "Assigned Trademarks").

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

1. Assignment of Assigned Trademarks. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee 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. Counterparts. 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.

3. Severability. Any provision of this Trademark Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

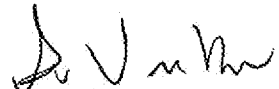
4. Beneficiaries; Binding Nature. The terms and conditions of this Trademark Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Trademark Assignment and the performance of the obligations imposed by this Trademark Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

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

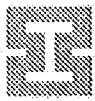


**Harsco Corporation**



By:   
Name: A. Verona Dover  
Title: General Counsel

[Signature Page to Trademark Assignment]

Schedule 1

Assigned Trademarks

Country	Trademark	Status	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Owner
U.S.	20K	Registered	313100	26-Nov-1968	880742	18-Nov-1969	Harsco Corporation
U.S.	20KA	Registered	308706	4-May-1981	1203567	3-Aug-1982	Harsco Corporation
U.S.	CUPLOK	Registered	73/128846	1-Jun-1977	1082272	17-Jan-1978	Harsco Corporation
U.S.	EXTRAGUARD	Registered	79/108,361	12-Aug-2011	4266262	1-Jan-2013	Harsco Corporation
U.S.	GASS	Registered	75/462811	6-Apr-1998	2275755	7-Sep-1999	Harsco Corporation
U.S.	H Logo 	Pending	85/734,751	21-Sep-2012			Harsco Corporation
U.S.	HÜNNEBECK	Pending	85/734,743	21-Sep-2012			Harsco Corporation
U.S.	LOGIK	Registered	75/875627	20-Dec-1999	2713863	6-May-2003	Harsco Corporation
U.S.	MOD-U-FORM	Registered	72/345944	11-Dec-1969	924571	30-Nov-1971	Harsco Corporation
U.S.	PATENT	Registered	78/428688	2-Jun-2004	3116018	18-Jul-2006	Harsco Corporation
U.S.	PATENT (Stylized) 	Registered	78/792121	16-Jan-2006	3403255	25-Mar-2008	Harsco Corporation
U.S.	PATENT CONSTRUCTION SYSTEMS	Registered	74/452609	1-Nov-1993	1900106	13-Jun-1995	Harsco Corporation
U.S.	PPATENT (stylized) 	Registered	78/792123	16-Jan-2006	3403256	25-Mar-2008	Harsco Corporation
U.S.	PRO 1000	Registered	74/465096	3-Dec-1993	2064302	27-May-1997	Harsco Corporation
U.S.	PRO 1000	Registered	74/459084	17-Nov-1993	2007339	15-Oct-1996	Harsco Corporation
U.S.	QES	Registered	376752	26-Jul-1982	1271507	27-Mar-1984	Harsco Corporation
U.S.	QES	Registered	547225	10-Jul-1985	1383015	18-Feb-1986	Harsco Corporation
U.S.	QES & Design	Registered	544603	24-Jun-1985	1380063	28-Jan-1986	Harsco Corporation

Country	Trademark	Status	Appl. No.	Appln Date	Reg. No.	Reg. Date	Owner
							
U.S.	QES QUICK ERECT SCAFFOLD	Registered	544602	24-Jun-1985	1383970	25-Feb-1986	Harsco Corporation
U.S.	QES QUICK ERECT SCAFFOLD & Design	Registered	449701	25-Oct-1983	1324044	12-Mar-1985	Harsco Corporation
							
U.S.	SCAFFOLD TRACKER	Registered	75/151774	16-Aug-1996	2117101	25-Nov-1997	Harsco Corporation
U.S.	SCAFFOLD TRACKER PROJECT PROFESSIONAL	Registered	76/408537	15-May-2002	2867339	27-Jul-2004	Harsco Corporation
U.S.	SGR	Registered	72/233038	22-Nov-1965	823865	14-Feb-1967	Harsco Corporation
U.S.	SPRINT	Registered	75/024888	28-Nov-1995	2115101	25-Nov-1997	Harsco Corporation
U.S.	STUDFORM	Registered	399907	12-Oct-1982	1460601	13-Oct-1987	Harsco Corporation
U.S.	SUREDECK	Registered	75/358381	17-Sep-1997	2282046	28-Sep-1999	Harsco Corporation
U.S.	TROUBLE SAVER	Registered	71/614468	28-May-1951	561559	15-Jul-1952	Harsco Corporation
U.S.	TUBELOX	Registered	385444	14-Sep-1982	1280484	5-Jun-1984	Harsco Corporation