

## 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 Technologies LLC		01/29/2014	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Buflovak, LLC		
Street Address:	750 East Ferry Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14211		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1271231	CROSS-FLOW	
Registration Number:	1834334	P-K BLEND MASTER	
Registration Number:	1267780	P-K CROSS-FLOW	
Registration Number:	2882422	SLANT CONE	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5852311382		
Email:	kshimomura@hselaw.com		
Correspondent Name:	Kimberly I. Shimomura		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	BUFLOVAK ASSIGNMENTS		

CH \$115.00 1271231

NAME OF SUBMITTER:	Kimberly I. Shimomura
Signature:	/Kimberly I. Shimomura/
Date:	02/03/2014
<b>Total Attachments: 5</b> source=Assignment to file#page1.tif source=Assignment to file#page2.tif source=Assignment to file#page3.tif source=Assignment to file#page4.tif source=Assignment to file#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made effective this 29 day of JANUARY, 2014 by and among Harsco Industrial Patterson-Kelley, a Division of Harsco Corporation, a Delaware corporation ("HIPK"), Harsco Technologies LLC, a Minnesota limited liability company ("HT") successor to Harsco Technologies Corporation, (collectively "HT" and "HIPK" are the "Assignors") and BUFLOVAK, LLC, a New York limited liability company ("Assignee").

### STATEMENT OF FACTS

WHEREAS, Assignors and Assignee, have entered into certain agreements, including a Purchase Agreement (the "Purchase Agreement") and a License Agreement (the "License Agreement"), both dated May 5, 2010, by and among Assignors and Assignee, pursuant to which, among other things, Assignors agree to jointly and severally sell, transfer, assign, and deliver to Assignee the Licensed Assets (defined in the License Agreement), and Assignee shall purchase and accept such Licensed Assets, and in connection therewith, Assignors will receive the consideration set forth in the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement and License Agreement, and in consideration therewith and herewith, Assignors wish to jointly and severally transfer and assign to Assignee all of their right, title and interest in and to the patents and trademarks set forth on Exhibit A attached hereto (the "Intellectual Property"), along with all goodwill associated therewith, and the parties wish to evidence this absolute transfer of rights by this instrument of assignment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

### ASSIGNMENT

1. Subject to the provisions of Section 2 hereof, Assignors hereby jointly and severally irrevocably and unconditionally sell, assign, transfer and set over to Assignee, and Assignee hereby accepts, all of Assignors' worldwide right, title and interest in and to the Intellectual Property, the applications and registrations therefor as identified on Exhibit A, along with any priorities, rights or registrations resulting therefrom, and the goodwill of the business connected with the Intellectual Property, the same to be held and enjoyed by Assignee in the manner contemplated herein for the exclusive use and benefit of Assignee, its successors, assigns and other legal representatives as fully and entirely as the same would be held and enjoyed by Assignors had this assignment not been made. Such assignment also includes any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Intellectual Property by a third party and to which Assignors are or would have been entitled had this assignment not been made.

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2. Assignee agrees not to use, and agrees not to sublicense to any party who will use, the trademarks "PK (STYLIZED)" (Registration Number 2,268,637) and/or "PK and Design" (Registration Number 691,412) in competition with Assignors' business. The restriction set forth in this Section 2 shall survive termination of this Agreement. Assignee agrees to and hereby does grant to Assignors an exclusive, even as to Assignee, worldwide, royalty free, irrevocable, perpetual license to the use the trademarks "PK (STYLIZED)" (Registration Number 2,268,637) and/or "PK and Design" (Registration Number 691,412) for gas fired furnace boilers, heat exchangers and/or hot water boilers, to the extent of Assignee's interest therein and without warranty, representation or obligation of any kind to maintain or defend such trademarks by Assignee. In addition, Assignee grants Assignors the right to take whatever action Assignors believe is warranted (including legal action) with respect to third parties which Assignors reasonably believe are infringing on Assignors' rights with respect to the license granted under this Section 2, provided, however, that Assignor shall at all times only use the trademarks licensed herein as provided herein and shall not take or fail to take any action in connection with such trademarks that has or if continued, is likely to have a material adverse impact on Assignee's goodwill or rights to use and enjoy the trademarks.

3. Assignors jointly and severally covenant that no assignment, license, or encumbrance has been or will be made that would conflict with this Assignment.

4. Assignors jointly and severally agree, for themselves and their successors, with Assignee and its successors and assigns, but solely at Assignee's expense, hereafter to perform or cause to be performed such other lawful acts and to execute or cause to be executed such further assignments, confirmatory instruments, certificates and other lawful documents as the other party, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignors and Assignee to be duly recorded as the legal and equitable owner of the Intellectual Property, respectively, and all other rights hereby conveyed to the respective parties.

5. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[Signatures on following page.]

IN WITNESS WHEREOF, each Assignor has, by a duly authorized officer, executed this Assignment under seal on the date first above written.

**ASSIGNORS:**

HARSCO INDUSTRIAL PATTERSON-KELLEY,  
a Division of Harsco Corporation

By: *Linda E. Duffley* (Seal)  
Name: LINDA E. DUFFLEY  
Title: VICE PRES. + GEN. MGR.

HARSCO TECHNOLOGIES, LLC

By: *Anthony P. Origer*  
Name: Anthony P. Origer  
Title: Vice Pres - Treasurer

Acknowledged and Agreed:

**ASSIGNEE:**

BUFLOVAK, LLC

By: *Michael Bieger*  
Name: Michael Bieger  
Title: Manager

(A1974400:1)

Exhibit A

**Trademarks**

<b>Trademark Name</b>	<b>Reg. No</b>	<b>Trademark Status</b>	<b>Country</b>	<b>Reg Date</b>	<b>Class</b>	<b>Goods</b>
<b>CROSS-FLOW</b>	<b>1,271,231</b>	<b>Registered</b>	<b>U.S.</b>	<b>20-Mar-1984</b>	<b>7, 9</b>	<b>Industrial solids blenders (7); Laboratory solids blenders (9)</b>
<b>LIQUID-SOLIDS BLENDER</b>	<b>815,440</b>	<b>Registered</b>	<b>U.S.</b>	<b>20-Sep-1966</b>	<b>23</b>	<b>Materials mixing equipment</b>
<b>M.V.P. BLENDING SYSTEM</b>	<b>2,732,741</b>	<b>Registered</b>	<b>U.S.</b>	<b>01-Jul-2003</b>	<b>7</b>	<b>Power operated blenders for industrial use Manually operated metal solids flow valves for restricting the flow of powder materials (6); Electric industrial solids blenders and mixers, namely, food blenders for commercial use, precision solids blenders for industrial use and mixers for industrial use and mixers for industrial use; valves being parts for mixing and blending machines (7); Laboratory solids blenders; and automatic solid flow valves for restricting the flow of powder materials (9); Industrial driers, namely, tumble vacuum and tubular driers; unfired steam generators; heat input unit which responds to high water draw rates, sold as a component part of water heating/storage systems; industrial water heaters; heat exchangers; and gas fired furnace boilers (11)</b>
<b>PK (STYLIZED)</b>	<b>2,268,637</b>	<b>Registered</b>	<b>U.S.</b>	<b>10-Aug-1999</b>	<b>6, 7, 9, 11</b>	<b>Industrial water heaters; industrial driers, namely, tumble, vacuum and tubular driers; unfired steam generators; heat input unit which responds to high water draw rates, sold as a component part of water heating/storage systems; heat exchangers; gas fire furnace boilers</b>
<b>PK and Design</b>	<b>691412</b>	<b>Registered</b>	<b>Canada</b>	<b>05-Jul-2007</b>		
<b>P-K BLEND MASTER</b>	<b>1,834,334</b>	<b>Registered</b>	<b>U.S.</b>	<b>03-May-1994</b>	<b>7</b>	<b>Electric food blenders for commercial use</b>
<b>P-K CROSS-CONE BLENDER</b>	<b>2,811,436</b>	<b>Registered</b>	<b>U.S.</b>	<b>03-Feb-2004</b>	<b>7</b>	<b>Industrial blenders</b>

P-K CROSS-FLOW	289819	Registered	Canada	13-Apr-1984		Industrial and laboratory blenders
P-K CROSS-FLOW	1,267,780	Registered	U.S.	21-Feb-1984	9	Precision solids blenders for laboratory and industrial use
SLANT CONE	2,882,422	Registered	U.S.	07-Sep-2004	7	Industrial blenders and mixers
SOLIDS PROCESSOR	815,442	Registered	U.S.	20-Sep-1966	7	Materials mixing and blending equipment
SOLIDS-FLOW	815,441	Registered	U.S.	20-Sep-1966	7	Valves for materials mixing and blending equipment
TWIN SHELL DRY BLENDER	708,374	Registered	U.S.	13-Dec-1960	7	Chemical processing equipment, namely, blenders
ZIG-ZAG	789,636	Registered	U.S.	18-May-1965	23	Materials mixing and blending equipment of the type employing an undulant tube or otherwise providing a series of skew-connected passages

**Patent**

Patent Number	Title	Issue Date
US Patent 7,347,613	Apparatus for Continuous Blending	March 25, 2008