

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harsco Technologies LLC		01/13/2015	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brand Services, LLC		
<b>Street Address:</b>	1325 Cobb International Drive		
<b>Internal Address:</b>	Suite A-1		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30152		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85820663	HSG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149783099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-978-3000		
<b>Email:</b>	nicole.emmons@bakermckenzie.com		
<b>Correspondent Name:</b>	Nicole B. Emmons		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	2300 Trammell Crow Center		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Justin P. Welch		
<b>SIGNATURE:</b>	/justin p. welch/		
<b>DATE SIGNED:</b>	01/13/2015		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT

This Assignment, effective as of January 13, 2015 (the "Effective Date"), is entered into by and between Harsco Technologies LLC, a limited liability company organized under the laws of the State of Minnesota, United States of America with an address of 415 North Main Street, Fairmont, Minnesota 56301 ("Assignor"), and Brand Services, LLC, a limited liability company organized under the laws of the State of Delaware, United States of America with an address of 1325 Cobb International Drive, Suite A-1, Kennesaw, Georgia 30152 ("Assignee").

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the mark(s) and/or name(s) set forth in Schedule 1 to this Assignment (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated September 15, 2013 (the "PA") that provides for Assignor's assignment of its rights, title, and interest in and to various trademarks to Assignee.

NOW, THEREFORE, in consideration of the payment of US\$10, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

1. Assignor agrees to, and hereby does, sell, assign, convey, transfer and set over to Assignee, and Assignee hereby purchases, acquires, and receives from Assignor, effective as of the Effective Date, voluntarily, knowingly and irrevocably, all rights, title, and interest in and to the Marks and any and all goodwill and rights associated with or generated by use of the Marks, together with the portion of the business of the Assignor to which the Marks pertain. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold all rights, title and interest in and to the Marks, including, without limitation, the right to, directly or indirectly, exercise, exploit, license out, assign, transfer, convey, commercialize, or otherwise enjoy any and all rights and benefits encompassed by or resulting from the Marks, all in Assignee's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights using, utilizing or based on the Marks and/or any right thereof. Assignor shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title or interest in and to the Marks. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Marks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of the Marks, and (iii) obtain, maintain, cancel, or let expire any registration of the Marks.

2. Assignor hereby agrees to take all action necessary or reasonable to fully accomplish all such assignments and transfers, including, but not limited to, executing, at any time, any agreements, forms, letters, applications, affidavits or other documents, providing any statements, materials, information, or items, and providing any other assistance, acts, omission and cooperation as requested by Assignee.

3. Assignor hereby agrees, represents, warrants and covenants to permanently cease, terminate, and refrain at any time from adopting, using, utilizing, use in metatags, register as or in a domain name, purchase as keyword on any search engine, displaying, applying for the registration of, and/or registering, whether directly or indirectly, in any way the Marks or any mark, name, or tagline

confusingly similar (including, without limitation, literarily, phonetically, or visually) thereto, or any translation or transliteration thereof, whether as, or as part of, a trademark, service mark, trade dress, corporate name, business, name, trade name, tag line, domain name, e-mail or website address, or other identifier of any kind.

4. Assignor hereby authorizes and requests the trademark office where any application for the Marks is pending or any registration of the Marks is issued to record this Assignment, to transfer all records of ownership in and to the Marks to Assignee, and hereafter to issue any and all appropriate documents, communications, and registrations of the same to and in the name of Assignee.

5. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected.

6. This Assignment implements the agreement regarding the assignment of the Marks in the PA and does not replace any of the warranties, representations, covenants, conditions, terms, and provisions in the PA, including, without limitation, any which are related to the Marks.

IN WITNESS WHEREOF, each Party has signed or caused its duly authorized representative to sign this Assignment as of the Effective Date, with each Party signing on a separate signature page.

**[Two signature pages follow.]**

ASSIGNOR: Harsco Technologies LLC

Daniel G. King  
Daniel G. King

**NOTARIAL CERTIFICATE**

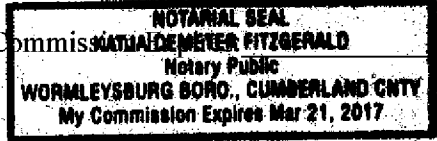
On this 18th day of November 2014, before me personally appeared Daniel G. King, known to me, or proved to me, to be the person whose name is subscribed to the foregoing instrument as President of Harsco Technologies LLC, a limited liability company organized under the laws of the State of Minnesota, United States of America, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of November, 2014.

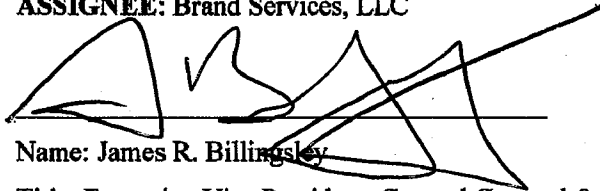
Katja DeMeeter FitzGerald  
Notary Public's Signature

[SEAL]

Name: COMMONWEALTH OF PENNSYLVANIA

My Commission: 

ASSIGNEE: Brand Services, LLC



Name: James R. Billingsley

Title: Executive Vice President, General Counsel & Secretary

**NOTARIAL CERTIFICATE**

On this 13 day of January, 2015, before me personally appeared James R. Billingsley known to me, or proved to me, to be the person whose name is subscribed to the foregoing instrument as Executive Vice President, General Counsel & Secretary of Brand Services, LLC, a limited liability company organized under the laws of the State of Delaware, United States of America, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

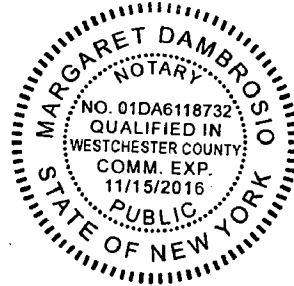
Given under my hand and seal of office this 13 day of January, 2015

  
Notary Public's Signature

Name: Margaret D'Ambrosio

My Commission Expires: 11/15/2016



[SEAL]



**SCHEDULE 1**

**MARKS**

The term "Marks" means the following marks and/or names:

<b>Country</b>	<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>
Canada	 <b>HSG</b>	1634633	10 Jul 2013
United States	 <b>HSG</b>	85/820,663	10 Jan 2013