

900383903 11/04/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARSCO CORPORATION		11/02/2016	Corporation: DELAWARE
HARSCO MINERALS TECHNOLOGIES LLC		11/02/2016	Limited Liability Company: DELAWARE
HARSCO TECHNOLOGIES LLC		11/02/2016	Limited Liability Company: MN
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	1615 BRETT ROAD, OPS III		
City:	NEW CASTLE		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	3898524	HARSCO	
Registration Number:	3994444	HARSCO	
Registration Number:	2852702	AIR-X-CHANGER	
Registration Number:	3073448	AXC	
Registration Number:	1734348	EZ WELD	
Registration Number:	699241	GALOK	
Registration Number:	699242	GARY	
Registration Number:	3277401	GRATECOAT	
Registration Number:	3217891	IKG	
Registration Number:	1502796	MEBAC	
Registration Number:	4074278	PEDS AND TREADS	
Registration Number:	1737483	SAFE T GRID	
Registration Number:	3217890	WELDFORGED	
Registration Number:	1805952	ANTICIPATOR	
Registration Number:	3819582	ENVI	
Registration Number:	2858656	MACH	

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Property Type	Number	Word Mark
Registration Number:	2720017	MODU-FIRE
Registration Number:	1497578	P-K COMPACT
Registration Number:	2343796	PK GEMINI
Registration Number:	1432839	P-K THERMIFIC
Registration Number:	2589790	WEATHERMASTER
Registration Number:	2133105	HECKETT MULTISERV
Registration Number:	2080122	HECKETT MULTISERV
Registration Number:	2155260	HECKETT MULTISERV
Registration Number:	3235873	MULTISERV
Registration Number:	3872270	STEELSTOP
Registration Number:	3920694	AGROWSIL
Registration Number:	3781105	EXCELLERATOR
Registration Number:	2287423	RECLIME
Registration Number:	2947237	SORELMIX
Registration Number:	4472135	AGROWSIL
Registration Number:	4472136	AGROWSIL PRO
Registration Number:	4512074	AGROWSILPRO
Registration Number:	4800104	AGROWSILPRO
Registration Number:	4801190	BRIGHTLINE
Registration Number:	4512397	
Registration Number:	4516167	CROSSOVER
Registration Number:	4610616	CROSSOVER FROM SOIL TO PLANT
Registration Number:	4610618	FROM SOIL TO PLANT
Registration Number:	4157827	
Registration Number:	4231249	IRON HORSE
Registration Number:	4219362	IRON HORSE
Registration Number:	2301937	PERFORMIX
Registration Number:	1512240	BLACK BEAUTY
Registration Number:	4522717	BLACK BEAUTY GLASS
Registration Number:	4522718	BLACK BEAUTY IRON
Registration Number:	1556854	GRANDURA
Registration Number:	3623944	GREEN FROM THE START
Registration Number:	3623945	GREEN FROM THE START
Registration Number:	2361316	REED MINERALS
Registration Number:	3623833	THE ORIGINAL BLACK BEAUTY
Registration Number:	1156992	FAIRMONT
Registration Number:	1468207	FAIRMONT
Registration Number:	2007683	FAIRMONT TAMPER

Property Type	Number	Word Mark
Registration Number:	541762	HY-RAIL
Registration Number:	4740775	NURO
Registration Number:	4611004	P-K SONIC
Registration Number:	2098002	SMARTGRIND
Registration Number:	1156655	TAMPER
Registration Number:	2319781	TIEINSPECT
Registration Number:	3558340	TIGER TAMPER
Registration Number:	3558342	TIGER TAMPER
Registration Number:	1989156	TOTAL QUALITY KEEPS US ON TRACK
Registration Number:	2624075	ZT
Registration Number:	2225914	ZT ZETA-TECH
Serial Number:	86543965	BLOODHOUND
Registration Number:	4887032	BLOODHOUND
Registration Number:	4795649	CROSSOVER G
Serial Number:	86538787	GRATEGUARD
Serial Number:	86775102	PROTRAN TECHNOLOGY
Serial Number:	87000804	THERMIFIC VELOX
Registration Number:	4572284	HAMMCO
Registration Number:	781303	FAIRMONT
Registration Number:	4765489	JK

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35611-00040
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	11/04/2016

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of November 2, 2016, is made by Harsco Corporation, a Delaware corporation, Harsco Minerals Technologies LLC, a Delaware limited liability company, and Harsco Technologies LLC, a Minnesota limited liability company (together with Harsco Corporation and Harsco Minerals Technologies LLC, collectively the “**Grantors**” and each a “**Grantor**”), in favor of Citibank, N.A., as Collateral Agent (the “**Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below), including for the several banks and other financial institutions (the “**Lenders**”) from time to time party to the Third Amended and Restated Credit Agreement, dated as of November 2, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Harsco Corporation, certain of its subsidiaries, the Lenders, the Agent and the other Persons from time to time party thereto. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Guarantee and Collateral Agreement, as defined below.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to Harsco Corporation upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and certain other subsidiaries of Harsco Corporation have executed and delivered a Guarantee and Collateral Agreement, dated as of December 2, 2015 (the “**Existing Guarantee and Collateral Agreement**”; and the Existing Guarantee and Collateral Agreement as reaffirmed or amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (as listed in Schedule 1); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. *Grant of Security Interest.* The Grantors hereby collaterally assign to the Collateral Agent, and hereby grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantors' rights, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising, to the Agent for the benefit of the Agent and the Lenders as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; *provided, however*, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in, and the "Trademark Collateral" shall not include, any Excluded Assets.

SECTION 3. *Purpose.* This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. *Acknowledgment.* The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (*e.g.*, by .PDF or .TIF file) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. *Releases.* The provisions of Section 8.16 of the Guarantee and Collateral Agreement shall apply to this Agreement, *mutatis mutandis*.

SECTION 7. *Governing Law.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

HARSCO CORPORATION,
as Grantor

By: 


Name: Michael Kolinsky
Title: Vice President - Treasurer,
Tax and Risk Management

HARSCO MINERALS
TECHNOLOGIES LLC,
as Grantor

By: 

Name: Michael Kolinsky
Title: President

HARSCO TECHNOLOGIES LLC,
as Grantor

By: 
Name: Daniel King
Title: President

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Matthew Baskaw
Title: Vice President

By: _____
Name:
Title:

SCHEDULE 1**U.S. Trademark Registrations and Applications**

	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Filing Date</u>	<u>Owner Name</u>
1.	HARSCO	3,898,524	04-Jan-2011	Harsco Technologies LLC
2.	HARSCO	3,994,444	12-Jul-2011	Harsco Technologies LLC
3.	AIR-X-CHANGER	2,852,702	15-Jun-2004	Harsco Technologies Corporation
4.	AXC & Design	3,073,448	28-Mar-2006	Harsco Technologies Corporation
5.	EZ WELD	1,734,348	24-Nov-1992	Harsco Technologies LLC
6.	GALOK	699,241	14-Jun-1960	Harsco Technologies LLC
7.	GARY	699,242	14-Jun-1960	Harsco Technologies LLC
8.	GRATECOAT	3,277,401	7-Aug-2007	Harsco Technologies LLC
9.	IKG	3,217,891	13-Mar-2007	Harsco Technologies LLC
10.	MEBAC	1,502,796	6-Sep-1988	Harsco Technologies LLC
11.	PEDS AND TREADS	4,074,278	20-Dec-2011	Harsco Technologies LLC
12.	SAFE T GRID & Design	1,737,483	1-Dec-1992	Harsco Technologies LLC
13.	WELDFORGED	3,217,890	13-Mar-2007	Harsco Technologies LLC
14.	ANTICIPATOR	1,805,952	23-Nov-1993	Harsco Technologies LLC
15.	ENVI	3,819,582	13-Jul-2010	Harsco Technologies LLC
16.	MACH	2,858,656	29-Jun-2004	Harsco Technologies LLC
17.	MODU-FIRE	2,720,017	27-May-2003	Harsco Technologies LLC
18.	P-K COMPACT	1,497,578	26-Jul-1988	Harsco Technologies LLC
19.	P-K GEMINI	2,343,796	18-Apr-2000	Harsco Technologies LLC
20.	P-K THERMIFIC	1,432,839	17-Mar-1987	Harsco Technologies LLC
21.	WEATHERMASTER	2,589,790	2-Jul-2002	Harsco Technologies LLC

	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Filing Date</u>	<u>Owner Name</u>
22.	HECKETT MULTISERV & Design	2,133,105	27-Jan-1998	Harsco Technologies LLC
23.	HECKETT MULTISERV & Design	2,080,122	15-Jul-1997	Harsco Technologies LLC
24.	HECKETT MULTSERV & Design	2,155,260	5-May-1998	Harsco Technologies LLC
25.	MULTISERV	3235873	1-May-2007	Harsco Technologies LLC
26.	STEELSTOP	3,872,270	9-Nov-2010	Harsco Corporation
27.	AGROWSIL	3,920,694	15-Feb-2011	Harsco Technologies LLC
28.	EXCELLERATOR	3,781,105	27-Apr-2010	Harsco Technologies LLC
29.	RECLIME	2,287,423	19-Oct-1999	Harsco Minerals Technologies LLC f/k/a Excell Technologies, LLC
30.	SORELMIX	2,947,237	10-May-2005	Harsco Minerals Technologies LLC f/k/a Excell Technologies, LLC
31.	AGROWSIL	4,472,135	21-Jan-2014	Harsco Technologies, LLC
32.	AGROWSIL PRO	4,472,136	21-Jan-2014	Harsco Technologies, LLC
33.	AGROWSIL PRO & Leaf Design	4,512,074	8-Apr-2014	Harsco Technologies, LLC
34.	AGROWSIL PRO & Leaf Design	4,800,104	25-Aug-2015	Harsco Technologies, LLC
35.	BRIGHTLINE	4,801,190	25-Aug-2015	Harsco Technologies, LLC
36.	OVAL Design	4,512,397	8-Apr-2014	Harsco Technologies, LLC
37.	CROSSOVER	4,516,167	15-Apr-2014	Harsco Technologies, LLC
38.	CROSSOVER FROM SOIL TO PLANT Design	4,610,616	23-Sep-2014	Harsco Technologies, LLC
39.	FROM SOIL TO PLANT	4,610,618	23-Sep-2014	Harsco Technologies, LLC
40.	HORSE HEAD DESIGN	4,157,827	12-Jun-2022	Harsco Technologies, LLC
41.	IRON HORSE	4,231,249	23-Oct-2012	Harsco Technologies, LLC

	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Filing Date</u>	<u>Owner Name</u>
42.	IRON HORSE and Design	4,219,362	2-Oct-2012	Harsco Technologies LLC
43.	PERFORMIX	2,301,937	21-Dec-1999	Harsco Technologies LLC
44.	BLACK BEAUTY	1,512,240	15-Nov-1988	Harsco Technologies LLC
45.	BLACK BEAUTY GLASS & Design	4,522,717	29-Apr-2014	Harsco Technologies LLC
46.	BLACK BEAUTY IRON & Design	4,522,718	29-Apr-2014	Harsco Technologies LLC
47.	GRANDURA & Design	1,556,854	19-Sep-1989	Harsco Technologies LLC
48.	GREEN FROM THE START	3,623,944	19-May-2009	Harsco Technologies LLC
49.	GREEN FROM THE START & Design	3,623,945	19-May-2009	Harsco Technologies LLC
50.	REED MINERALS & Design	2,361,316	27-Jun-2000	Harsco Corporation
51.	THE ORIGINAL BLACK BEAUTY and Design	3,623,833	19-May-2009	Harsco Technologies LLC
52.	FAIRMONT	1,156,992	9-Jun-1981	Harsco Technologies Corporation
53.	FAIRMONT	1,468,207	8-Dec-1987	Harsco Technologies Corporation
54.	FAIRMONT TAMPER	2,007,683	15-Oct-1996	Harsco Technologies Corporation
55.	HY-RAIL	541,762	1-May-1951	Harsco Technologies Corporation
56.	NURO	4,740,775	19-May-2015	Harsco Technologies LLC
57.	P-K SONIC	4,611,004	23-Sep-2014	Harsco Technologies LLC
58.	SMARTGRIND	2,098,002	16-Sep-1997	Harsco Technologies Corporation
59.	TAMPER	1,156,655	2-Jun-1981	Harsco Technologies Corporation
60.	TIEINSPECT	2,319,781	15-Feb-2000	Harsco Technologies Corporation
61.	TIGER TAMPER	3,558,340	6-Jan-2009	Harsco Technologies Corporation
62.	TIGER TAMPER & Design	3,558,342	6-Jan-2009	Harsco Technologies Corporation

	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Filing Date</u>	<u>Owner Name</u>
63.	TOTAL QUALITY KEEPS US ON TRACK	1,989,156	23-Jul-1996	Harsco Technologies Corporation
64.	ZT (Stylized)	2,624,075	24-Sep-2002	Harsco Technologies Corporation
65.	ZT ZETA-TECH	2,225,914	23-Feb-1999	Harsco Technologies Corporation
66.	BLOODHOUND	86/543,965	Published	Harsco Technologies LLC
67.	BLOODHOUND	4,887,032	12-Jan-2016	Harsco Technologies LLC
68.	CROSSOVER G	4,795,649	18-Aug-2015	Harsco Technologies, LLC
69.	GRATEGUARD	86/538,787	Published	Harsco Technologies LLC
70.	PROTRAN TECHNOLOGY & Design	86,775,102	Pending	Harsco Technologies LLC
71.	THERMIFIC VELOX	87000804	Pending	Harsco Technologies LLC
72.	HAMMCO	4,572,284	22-Jul-2014	Harsco Industrial Hammco, LLC
73.	FAIRMONT	781,303	8-Dec-1964	Harsco Technologies Corporation
74.	JK & Design	4,765,489	30-Jun-15	Harsco Technologies LLC