

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTEK, L.L.C.		06/28/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	390 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85159414	RHINO-CAST	
Serial Number:	87667025	ONSPEC CONTINUOUS MOLTEN METAL ANALYSIS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	3310/93		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	07/03/2019		
Total Attachments: 5			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of June 28, 2019 is made by Altek, L.L.C., an Ohio limited liability company (the “**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 (the “**Company**”), certain of its subsidiaries, the Lenders, the Agent and the other Persons from time to time party thereto.

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, in connection with the Credit Agreement, certain subsidiaries of Harsco Corporation have executed and delivered a Guarantee and Collateral Agreement, dated as of December 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), to which the Grantor joined pursuant to a Guarantee and Collateral Agreement Supplement, dated as of the date hereof;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor 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 Grantor has 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 Grantor agrees, 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 Grantor hereby collaterally assigns to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s 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 Grantor 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 Grantor does 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 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.

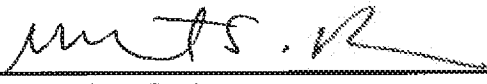
ALTEK, L.L.C.,
as Grantor

By: 
Name: Christopher Whistler
Title: Manager

[Signature Page to Grant of Interest in Trademarks Rights]

TRADEMARK
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CITIBANK, N.A.,
as Collateral Agent for the Lenders

By: 

Name: Matthew Burke

Title: Managing Director and Vice President

[Signature Page to Grant of Interest in Trademark Rights]

TRADEMARK
REEL: 006686 FRAME: 0517

SCHEDULE 1

U.S. Trademark Registrations and Applications

	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner Name</u>
1.	RHINO-CAST	85/159,414	22-Oct-2010	4096909	07-Feb-2012	Altek, L.L.C.
2.	ONSPEC CONTINUOUS MOLTEN METAL ANALYSIS	87/667,025	31-Oct-2017	N/A	N/A	Altek, L.L.C.