

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARSCO TECHNOLOGIES LLC		07/01/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	E&C FinFan, Inc.		
Street Address:	3055 Torrington Drive		
City:	Ball Ground		
State/Country:	GEORGIA		
Postal Code:	30107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4572284	HAMMCO	
Registration Number:	2852702	AIR-X-CHANGER	
Registration Number:	3073448	AXC	
CORRESPONDENCE DATA			
Fax Number:	8583141501		
<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:	858-314-1506		
Email:	adskale@mintz.com, jddib@mintz.com, acromanini@mintz.com, ipdocketingbos@mintz.com		
Correspondent Name:	Andrew D. Skale		
Address Line 1:	3580 Carmel Mountain Road		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	042733-002		
NAME OF SUBMITTER:	Andrew D. Skale		
SIGNATURE:	/Andrew D. Skale/		
DATE SIGNED:	07/16/2019		
Total Attachments: 5			

CH \$90.00 4572284

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of July 1, 2019, by and among (i) HARSCO CORPORATION, a Delaware corporation, and HARSCO TECHNOLOGIES LLC, a Minnesota limited liability company (each, an "Assignor" and together, "Assignors"), and (ii) E&C FINFAN, INC., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement, dated as of May 8, 2019, by and among Harsco Corporation, a Delaware corporation (the "Company"), Assignee, and solely with respect to Section 11.19 thereof, Chart Industries, Inc., a Delaware corporation (the "Purchase Agreement"), pursuant to which the Company has agreed to transfer, assign, convey and deliver (and cause to be transferred, assigned, conveyed and delivered) certain assets to Assignee, and Assignee agreed to assume certain liabilities of the Company;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the Purchase Agreement;

WHEREAS, Assignors are the owners of (i) the trademarks, and all of the registrations and applications therefor, set forth on Schedule A hereto, and all common law rights therein, and all goodwill associated therewith (collectively, the "Assigned Trademarks") and (ii) the domain names set forth on Schedule B hereto (collectively, the "Assigned Domain Names" and, together with the Assigned Trademarks, the "Assigned IP"); and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept from Assignors the assignment of, all right, title and interest of Assignors in and to the Assigned IP pursuant to and in accordance with the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, Assignors hereby transfer, assign, convey and deliver to Assignee, and Assignee accepts, all worldwide right, title and interest of Assignors in and to the Assigned IP, including any and all associated (i) goodwill symbolized thereby, (ii) rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any action at law or in equity and (iii) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Further Assurances. Assignors hereby covenant and agree to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned IP in Assignee. Assignors further authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the owner of the Assigned Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole enjoyment of Assignee and its successors and assigns.

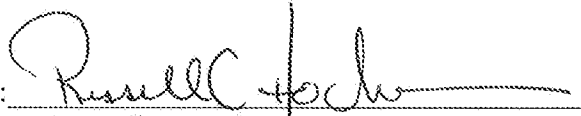
3. Purchase Agreement Controlling. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of the Company contained in the Purchase Agreement.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of and is enforceable by, Assignors and Assignee and their respective successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Sections 11.5, 11.7, 11.9, 11.12 and 11.17 of the Purchase Agreement shall apply to and govern this Assignment, *mutatis mutandis*.

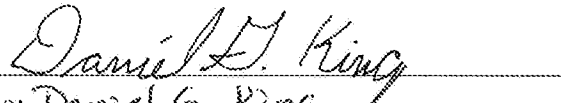
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

HARSCO CORPORATION

By: 
Name: Russell C. Hochman
Title: Senior Vice President and General
Counsel, Chief Compliance Officer &
Corporate Secretary

HARSCO TECHNOLOGIES LLC

By: 
Name: Daniel G. King
Title: Assistant Treasurer

E&C FINFAN, INC.

By: _____
Name:
Title:

{Trademark and Domain Name Assignment}

TRADEMARK
REEL: 006694 FRAME: 0811

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

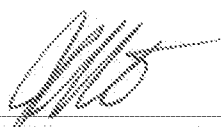
HARSCO CORPORATION

By: _____
Name:
Title:

HARSCO TECHNOLOGIES LLC

By: _____
Name:
Title:

E&C FINFAN, INC.

By:  _____
Name: Jillian C. Evanko
Title: President and Chief Executive Officer

[Trademark and Domain Name Assignment]

SCHEDULE A

Trademark	Country	Application Number	Registration Number	Registration Date	Owner Name
AIR-X-CHANGER	Canada	1,257,577	TMA680,718	30-Jan-2007	Harsco Technologies LLC
AIR-X-CHANGER	U.S.	76/474,461	2,852,702	15-Jun-2004	Harsco Technologies LLC
AXC & Design	U.S.	78/601,172	3,073,448	28-Mar-2006	Harsco Technologies LLC
HAMMCO	U.S.	86/152,141	4,572,284	22-Jul-2014	Harsco Technologies LLC
HAMMCO	Canada	1755014	TMA953894	31-Oct-2016	Harsco Technologies LLC

[Schedule to Trademark and Domain Name Assignment]