

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Earth of Alabama, Inc.		08/28/2019	Corporation: DELAWARE
Clean Earth, Inc.		08/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88301801	CE	
Serial Number:	88301690	CE CLEAN EARTH	
Serial Number:	88342039	CE CLEAN EARTH	
Serial Number:	88301632	CE	
Serial Number:	88301593	CE CLEAN EARTH RECYCLING & DISPOSAL SOLUT	
Serial Number:	88342053	CE CLEAN EARTH RECYCLING & DISPOSAL SOLUT	
Serial Number:	74042514	CLEAN EARTH	
Serial Number:	77823800	CE	
Serial Number:	77823767	CE CLEAN EARTH	
Serial Number:	77823831	FASTER, SMARTER, GREENER SOLUTIONS.	
Serial Number:	86728745	FASTER, SMARTER, GREENER SOLUTIONS.	
Serial Number:	86718296	CE	
Serial Number:	86718303	CE CLEAN EARTH	
Serial Number:	86118455	EWS	
Serial Number:	86118562	EWS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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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: 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:	09/04/2019

Total Attachments: 6

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of August 28, 2019 is made by Clean Earth, Inc., a Delaware corporation (“**CEI**”) and Clean Earth of Alabama, Inc., a Delaware corporation (together with CEI, 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 (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 Grantors joined pursuant to a Guarantee and Collateral Agreement Supplement, dated as of the date hereof;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each 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 such Grantor’s Trademarks (as listed in Schedule 1); and

WHEREAS, each 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, each 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. Each 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 such Grantor’s rights, title

and interest in, to and under the Trademarks owned by such Grantor (including, without limitation, those items listed in respect of such Grantor 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 each 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. Each 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.

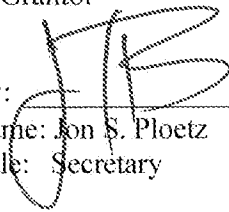
SECTION 6. Releases. The provisions of Section 8.16 of the Guarantee and Collateral Agreement shall apply to this Agreement, mutatis mutandis.

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.

CLEAN EARTH INC.,
as Grantor

By: 
Name: Jon S. Floetz
Title: Secretary

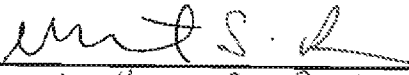
CLEAN EARTH OF ALABAMA, INC.,
as Grantor

By: 
Name: Jon S. Floetz
Title: Secretary

[Signature Page to Trademark Security Agreement]

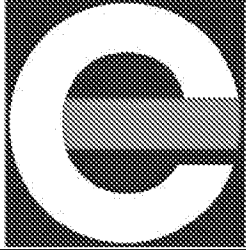


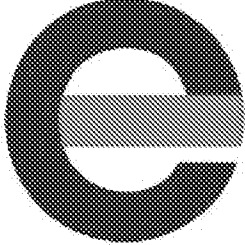

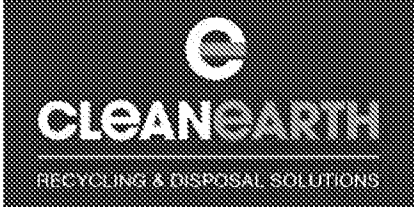
TRADEMARK
REEL: 006736 FRAME: 0280

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

By: 
Name: Matthew S. Burke
Title: Vice President & Managing Director

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>
	88301801	February 14, 2019	N/A	N/A	Clean Earth, Inc.
	88301690	February 14, 2019	N/A	N/A	Clean Earth, Inc.
	88342039	March 15, 2019	N/A	N/A	Clean Earth, Inc.
	88301632	February 14, 2019	N/A	N/A	Clean Earth, Inc.
	88301593	February 14, 2019	N/A	N/A	Clean Earth, Inc.
	88342053	March 15, 2019	N/A	N/A	Clean Earth, Inc.
CLEAN EARTH	74042514	March 26, 1990	1740437	December 15, 1992	Clean Earth, Inc.

	77823800	September 10, 2009	3798791	June 8, 2010	Clean Earth, Inc.
 CLEAN EARTH	77823767	September 10, 2009	3798790	June 8, 2010	Clean Earth, Inc.
FASTER, SMARTER, GREENER SOLUTIONS	77823831	September 10, 2009	3798792	June 8, 2010	Clean Earth, Inc.
<i>Faster, smarter, greener solutions.</i>	86728745	August 18, 2015	4955098	May 10, 2016	Clean Earth, Inc.
	86718296	August 7, 2015	4976654	June 14, 2016	Clean Earth, Inc.
 CLEAN EARTH	86718303	August 7, 2015	4972161	June 7, 2016	Clean Earth, Inc.
EWS	86118455	November 14, 2013	4563441	July 8, 2014	Clean Earth of Alabama, Inc.
	86118562	November 14, 2013	4583335	August 12, 2014	Clean Earth of Alabama, Inc.