

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561933

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		11/12/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	The Marley Company LLC		
Street Address:	13320-A Ballantyne Corporate Place		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1805952	ANTICIPATOR	
Registration Number:	3819582	ENVI	
Registration Number:	5810184	HIDRA	
Registration Number:	2858656	MACH	
Registration Number:	2720017	MODU-FIRE	
Registration Number:	4740775	NURO	
Registration Number:	1497578	P-K COMPACT	
Registration Number:	2343796	PK GEMINI	
Registration Number:	4611004	P-K SONIC	
Serial Number:	88381144	PK STORM	
Registration Number:	1432839	P-K THERMIFIC	
Registration Number:	5324821	THERMIFIC VELOX	
Registration Number:	2589790	WEATHERMASTER	
CORRESPONDENCE DATA			
Fax Number:	2028611783		
<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:	202-861-1500		
Email:	bhipdocket@bakerlaw.com, skim@bakerlaw.com		
TRADEMARK			

CH \$340.00 1805952

Correspondent Name: Kenneth J. Sheehan
Address Line 1: 1050 Connecticut Avenue, NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 117488.020000-020015

NAME OF SUBMITTER: Lesley M. Grossberg

SIGNATURE: /Lesley M. Grossberg/

DATE SIGNED: 02/13/2020

Total Attachments: 7

source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page1.tif
source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page2.tif
source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page3.tif
source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page4.tif
source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page5.tif
source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page6.tif
source=IP Assignment Agreement - Harsco Technologies LLC (Executed) (2) (003)#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) shall be effective as of November 12, 2019 (the “Effective Date”) by and between Harsco Technologies LLC, a Minnesota limited liability company (“Assignor”), and The Marley Company LLC, a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the owner of certain intellectual property set forth on Exhibit A;

WHEREAS, Assignor is a wholly-owned subsidiary of Harsco Corporation, a Delaware corporation (“Parent”);

WHEREAS, pursuant to that certain Sale and Purchase Agreement between Parent and Assignee dated as of the Effective Date (the “Sale and Purchase Agreement”), Parent has agreed to assign and has assigned to Assignee certain intellectual property, including the specific intellectual property set forth in Exhibit A, along with any and all goodwill relating thereto (the “IP”); and

WHEREAS, Parent and Assignee have agreed to enter into this Agreement as further evidence of Assignor’s assignment of its rights in and to the IP pursuant to the Sale and Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor’s entire right, title, and interest worldwide in and to the IP, together with the goodwill associated therewith, and including without limitation all common law rights in and to the IP, the right (if any) to secure all renewals and extensions thereof in all countries, and the right to sue for and receive all profits or damages from past, present or future infringements or dilution of, or damage or injury to the IP or the accompanying goodwill, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the reasonable request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the IP, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the IP, all at the expense of Assignee or its successors in interest.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor’s true and lawful attorneys with full power of substitution, in Assignor’s name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the IP and to give receipts and releases for and in

respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the IP which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. Terms of the Sale and Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Sale and Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Sale and Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Sale and Purchase Agreement and the terms hereof, the terms of the Sale and Purchase Agreement shall govern.


5. Governing Law. The formation, construction, and performance of this Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of Delaware applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

Harsco Technologies LLC

By:  _____

Name: Jon S. Ploetz

Title: Governor

The Marley Company LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

Harsco Technologies LLC

By: _____

Name: _____

Title: _____

The Marley Company LLC

By: John W. Nurkin

Name: John Nurkin

Title: Executive Vice President and Secretary

Exhibit A

Intellectual Property

Trademarks

Mark	Country	Registration Number	Registration Date	Next Renewal
ANTICIPATOR	United States	1,805,952	23-Nov-1993	23-Nov-2023
ENVI	United States	3,819,582	13-Jul-2010	13-Jul-2020
HIDRA	United States	5,810,184	23-Jul-2019	23-Jan.-2026
MACH	Canada	646964	30-Aug-2005	30-Aug-2020
MACH	United States	2,858,656	29-Jun-2004	29-Jun-2024
MODU-FIRE	United States	2,720,017	27-May-2003	23-May-2023
NURO	United States	4740775	19-May-2015	19-May-2025
NURO	Canada	TMA932262	21-Mar-2016	21-Mar-2031
P-K COMPACT	United States	1,497,578	26-Jul-1988	26-Jul-2028
P-K GEMINI	United States	2,343,796	18-Apr-2000	18-Apr-2020
P-K SONIC	United States	4,611,004	23-Sep-2014	23-Sep-2024
PK STORM	United States	Serial No. 88381144		
P-K THERMIFIC	United States	1,432,839	17-Mar-1987	17-Mar-2027
THERMIFIC VELOX	United States	5324821	31-Oct-2017	31-Oct-2027
THERMIFIC VELOX	Canada	Serial No. 1,778,635		
WEATHERMASTER	United States	2,589,790	2-Jul-2002	2-Jul-2022

Patents

Title	Country	Application No.	Filing Date	Patent Number	Grant Date
Boiler Control System	United States	14/559267	3-Dec-14	9,822,986	21-Nov-17
Boiler Control System	United States	15/728,889	10-Oct-17		
Boiler User Interface	Canada	164,949	15-Oct-15	164,949	11-Jul-17
Boiler User Interface	United States	29/524,500	15-Apr-15	D806,728	2-Jan-18
Boiler User Interface	United States	29/606,616	6-Jun-17	D820,299	18-Jun-18
Display Screen for Boiler User Interface	Canada	169840	21-Oct-15	169840	11-Jul-17
Display Screen for Boiler User Interface	Canada	169839	21-Oct-15	169839	11-Jul-17
Display Screen for Boiler User Interface	Canada	169838	9-Aug-16	169838	11-Jul-17
Display Screen for Boiler User Interface	Canada	169841	21-Oct-15	169841	11-Jul-17

Title	Country	Application No.	Filing Date	Patent Number	Grant Date
Display Screen with Graphical User Interface for Boiler	United States	29/524,500	21-Apr-15	D820,299	12-Jun-18
Hinge Apparatus	United States	14/976,999	21-Dec-15	10030890	24-Jul-18
Multiple Ring Heat Exchanger	United States	13/034738	25-Feb-11	9074792B2	7-Jul-15