

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harsco Technologies LLC		01/31/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Harsco IKG, LLC		
Street Address:	1514 S. Sheldon Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77530		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1734348	EZ WELD	
Registration Number:	0699241	GALOK	
Registration Number:	0699242	GARY	
Registration Number:	3277401	GRATECOAT	
Registration Number:	5586498	GRATEGUARD	
Registration Number:	5498761	GRATINGBIM	
Registration Number:	5601665	G	
Registration Number:	3217891	IKG	
Registration Number:	1502796	MEBAC	
Registration Number:	4074278	PEDS AND TREADS	
Registration Number:	1737483	SAFE T GRID	
Registration Number:	3217890	WELDFORGED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mpotts@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		

CH \$315.00 1734348

Correspondent Name: Marissa A. Potts
Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 12598-0246

NAME OF SUBMITTER: Marissa Potts

SIGNATURE: /Marissa Potts/

DATE SIGNED: 02/14/2020

Total Attachments: 7

source=13396869_9_Project Ironhorse - Exhibit B - IP Assignment Harsco Technologies LLC to Purchaser [Executed]#page1.tif

source=13396869_9_Project Ironhorse - Exhibit B - IP Assignment Harsco Technologies LLC to Purchaser [Executed]#page2.tif

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) shall be effective as of January 31, 2020 (the “Effective Date”) by and between Harsco Technologies LLC, a Minnesota limited liability company (“Assignor”), and Harsco IKG, LLC (“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 among Parent, Assignee and Irving S.A. de C.V., a Mexico corporation, dated as of January 9, 2020 (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 on 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, and conveys 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, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, 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

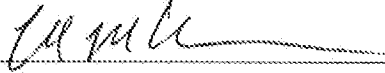
By: 

Name: Jon S. Ploetz

Title: Governor

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 IKG, LLC

By: 

Name: Chad McClendon

Title: President

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 006864 FRAME: 0415

Exhibit A
Intellectual Property

Trademarks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	International classes
EZ WELD	U.S.	74/114,714	13-NOV-1990	1,734,348	24-NOV-1992	REGISTERED	6
GALOK	U.S.	72/64,339	15-DEC-1958	699241	14-JUN-1960	REGISTERED	6
GARY	U.S.	72/64,340	15-DEC-1958	699242	14-JUN-1960	REGISTERED	6
GRATECOAT	CANADA	1,294,430	21-MAR-2006	TMA738048	15-APR-2009	REGISTERED	
GRATECOAT	U.S.	78/717,232	21-SEP-2005	3,277,401	7-AUG-2007	REGISTERED	6
GRATEGUARD	CANADA	1,741,521	12-AUG-2015			ALLOWED	6
GRATEGUARD	U.S.	86/538,787	18-FEB-2015	5,586,498	16-OCT-2018	REGISTERED	6
GRATING BIM (LOGO AND WORDING)	U.S.	87/305,928	18-JAN-2017	5,498,761	19-JUN-2018	REGISTERED	6
G-SHIELD / G (STYLIZED/DESIGN)	CANADA	1761000	23-DEC-2015			PENDING	6
G-SHIELD / G (STYLIZED/DESIGN)	U.S.	86/857,617	22-DEC-2015	5,601,665	6-NOV-2018	REGISTERED	6
IKG	CANADA	1,323,283	7-NOV-2006	708383	27-FEB-2008	REGISTERED	
IKG	EUROPEAN UNION	5454021	30-OCT-2006	5454021	29-AUG-2007	REGISTERED	6
IKG	U.S.	78/887,467	19-MAY-2006	3,217,891	13-MAR-2007	REGISTERED	6

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	International classes
IKG INDUSTRIES	CANADA	1,323,284	7-NOV-2006	708428	28-FEB-2008	REGISTERED	6
MEBAC	U.S.	708,069	28-JAN-1988	1,502,796	6-SEP-1988	REGISTERED	6
PEDS AND TREADS	U.S.	85/344,404	13-JUN-2011	4,074,278	20-DEC-2011	REGISTERED	6
SAFE T GRID & DESIGN	U.S.	74/143,088	28-FEB-1991	1,737,483	1-DEC-1992	REGISTERED	6
WELDFORGED	U.S.	78/887,422	19-MAY-2006	3,217,890	13-MAR-2007	REGISTERED	6

Patents

Title	Country	Application Number	Filing Date	Patent Number	Grant Date	Status
Fence Structure	U.S.	15/401,865	9-Jan-2017	US 2019 / 0078350 A1		Published
Rotary Serrator Knife	U.S.	15/977,007	11-May-2018	n/a	n/a	

TRADEMARK

REEL: 006864 FRAME: 0418

RECORDED: 02/14/2020