

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679345

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900636738

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harsco Rail, LLC		05/21/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Citibank, N.A.
<b>Street Address:</b>	1615 BRETT ROAD, OPS III
<b>City:</b>	NEW CASTLE
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19720
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1156992	FAIRMONT
Registration Number:	1468207	FAIRMONT
Registration Number:	0781303	FAIRMONT
Registration Number:	2007683	FAIRMONT TAMPER
Registration Number:	0541762	HY-RAIL
Registration Number:	5237666	PROTRAN TECHNOLOGY
Registration Number:	2098002	SMARTGRIND
Registration Number:	1156655	TAMPER
Registration Number:	1989156	TOTAL QUALITY KEEPS US ON TRACK
Registration Number:	2624075	ZT
Registration Number:	2225914	ZT ZETA-TECH
Registration Number:	4765489	JK

## CORRESPONDENCE DATA

Fax Number: 6508385109

*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.*

Phone: 650-838-3743

Email: jlik@shearman.com

TRADEMARK

**Correspondent Name:** MAEVE WILSON  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 2:** Shearman & Sterling LLP  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 35611/40

**NAME OF SUBMITTER:** MAEVE WILSON

**SIGNATURE:** /MAEVE WILSON/

**DATE SIGNED:** 10/06/2021

**Total Attachments: 5**

source=0 - Trademark Security Agreement#page1.tif

source=0 - Trademark Security Agreement#page2.tif

source=0 - Trademark Security Agreement#page3.tif

source=0 - Trademark Security Agreement#page4.tif

source=0 - Trademark Security Agreement#page5.tif

**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of May 21, 2021 is made by Harsco Rail, LLC, a Delaware 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.

[Remainder of page intentionally left blank]

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.

HARSCO RAIL, LLC,  
as Grantor

By: 

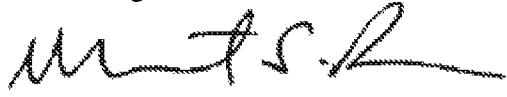
Name: Jon S. Floetz

Title: Secretary

*{Signature Page to Trademark Security Agreement}*

**TRADEMARK**  
**REEL: 007443 FRAME: 0339**

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>
FAIRMONT	153,279	12/23/1977	1,156,992	6/9/1981
FAIRMONT	659,617	5/8/1987	1,468,207	12/8/1987
FAIRMONT	174,949	8/13/1963	781,303	12/8/1964
FAIRMONT TAMPER	74/661,422	4/14/1995	2,007,683	10/15/1996
HY-RAIL	584,900	9/16/1949	541,762	5/1/1951
PROTRAN TECHNOLOGY & Design	86775102	10/1/2015	5237666	7/4/2017
SMARTGRIND	74/645,453	3/13/1995	2,098,002	9/16/1997
TAMPER	152,518	12/19/1977	1,156,655	6/2/1981
TOTAL QUALITY KEEPS US ON TRACK	74/571,923	9/12/1994	1,989,156	7/23/1996
ZT (Stylized)	76/246,226	4/26/2001	2,624,075	9/24/2002
ZT ZETA-TECH	75/426,233	1/30/1998	2,225,914	2/23/1999
JK & Design	86223161	3/17/2014	4,765,489	6/30/2015