

11-08-1999



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the attached original documents or copy thereof

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To the Honorable Commissioner

1. Name of conveying party(ies): Pandrol Jackson, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 15, 1999

2. Name and address of receiving party(ies)

Name: Harsco Technologies Corporation

Internal Address:

Street Address: 415 N. Main Street

City: Fairmont State: MN ZIP: 56031

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Arnold B. Silverman, Esq.

Internal Address: Eckert Seamans Cherin & Mellott, LLC

Street Address: 600 Grant Street, 44th floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bonnie Lanzel Name of Person Signing

Bonnie Lanzel Signature

02 Nov. 1999 Date

Total number of pages including cover sheet, attachments, and document: 4

SCHEDULE A

Patents

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>	<u>Record Owner</u>
US	4,452,146	June 5, 1984	Railroad Track Tamper Level Control System	PJ
US	5,012,413	April 30, 1991	Railroad Track Curve Lining Apparatus and Method	PJ
US	5,191,838	March 9, 1993	Rail Clip Applicator and Method of Applying Rail Clips	PJ
US	5,419,196	May 30, 1995	Ultrasonic Side-Looker for Rail Head Flaw Detection	PJ
US	5,577,446	November 26, 1996	Stoneblower Having Adjustable Workheads and Improved Blowing Tubes	PJ
US	5,578,758	November 26, 1996	Rail Investigating Ultrasonic Transducer	PJ
US	5,584,641	December 17, 1996	Stone Metering System for Railroad Track Maintenance Vehicle	PJ
US	5,605,099	February 25, 1997	Maintenance Vehicle and Method for Measuring and Maintaining the Level of a Railroad Track	PJ
US	5,617,639	April 8, 1997	Railroad Maintenance Vehicle Reference System Transducer	PJ
US	5,865,592	February 2, 1999	Stone Metering System for Railroad Track Maintenance Vehicle	PJ

Jointly-Owned Patents

<u>Country</u>	<u>Reg./Appl. No.</u>	<u>Reg./Appl. Date</u>	<u>Description</u>	<u>Record Owner</u>
US	5,777,891	July 7, 1998	Real-Time Ultrasonic Testing System	Dapco & PJ

PATENT ASSIGNMENT

WHEREAS, **Pandrol Jackson, Inc.** ("Assignor") a Delaware corporation, owns all right, title and interest in and to the patents and patent applications set forth in Schedule A attached hereto, and all rights therein provided by international conventions or treaties, and the invention(s) disclosed and claimed therein, and any applications that rely on one or more of the patents and patent applications set forth in Schedule A for priority, including with respect to all of the foregoing, any and all divisionals, continuations, continued prosecution applications, continuations-in-part, reissues, reexaminations thereof as well as foreign counterparts thereof, together with all patents issuing on any of the aforesaid applications for a patent (collectively the "Patents and Applications");

WHEREAS, **Harsco Technologies Corporation** ("Assignee"), a Minnesota corporation, desires to acquire all right, title and interest in and to the inventions(s), in all countries throughout the world, and in and to the Patents and Applications; and

WHEREAS, Assignor makes this assignment pursuant to the Asset Purchase and Liability Assumption Agreement between Assignor, Assignee, Pandrol Jackson Ltd. and Charter plc dated January 30, 1998 (together with all subsequent amendments thereto, the "Asset Purchase and Liability Assumption Agreement"), pursuant to which Assignee purchased certain Assets (as defined therein) from Assignor.

NOW THEREFORE, for the consideration stated in the Asset Purchase and Liability Assumption Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As of the Closing Date (as defined in the Asset Purchase and Liability Assumption Agreement), Assignor does hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest of Assignor in and to the Patents and Applications, and the invention(s) claimed therein, and Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents, to issue all Letters Patent for the Patents and Applications to Assignee, its successors and assigns, in accordance with the terms of the assignment.

2. Except as expressly provided in the Asset Purchase and Liability Assumption Agreement, Assignor makes no warranty, express or implied, with respect to the Patents and Applications.


Upon and at Assignee's request, Assignor shall execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements; testify in legal proceedings; sign all lawful papers; make all rightful oaths; and take all actions to aid Assignee, its successors, assigns, nominees and legal representatives, to obtain and enforce for its own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in any and all foreign countries in which Assignee, in its discretion, shall elect to pursue patent.

Pandrol Jackson, Inc.

By: 

Name: Karl R. Krancich
Title: Director
Date: October 15, 1999

Harsco Technologies Corporation

By: 

Name: Salvatore D. Fazzolari
Title: President
Date: October 15, 1999