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BO ASSIGNMENTS

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ONLY PATENTS & PAT. APPLNS. PAT. APPLNS. & PATENTS ONLY

To the Director of the United States Patent and Trademark Office, Wash., D.C. 20231  
SIR: Please record the attached original document or copy thereof on which the particulars are:

1. Name of conveying party(ies) (assignor(s)):  
**Harsco Technologies Corporation**  
Additional name(s) of conveying party(ies) attached? [ ]yes [X]no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):  
  
Address: **Sperry Rail, Inc.**  
**46 Shelter Rock Road, Danbury, Connecticut 06810**  
Country: **United States of America**  
Additional name(s) & address(es) attached? [ ]yes [X]no

3. Nature of Conveyance:  
[ X ] Assignment Execution Date(s): 8/29/02  
[ ] Merger [ ] Change of Name [ ] Verified Translation  
[ ] Note:

4. Execution date(s) on the Declaration **if** filed herewith: N/A

4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? [ ]yes [ X ]no  
  
A. Patent Application No(s).  
(series code/serial number)  
  
B. Patent No(s).  
5,419,196 5,578,758

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
J. Michael Martinez de Andino, Esq.  
HUNTON & WILLIAMS  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, VA 23219-4074  
(804) 788-7216 telephone  
(804) 343-4549 facsimile

6. Number involved:  
Applns. \_\_\_\_ + Pats: 2 = Total 2  
7. Amount of the \$40.00 fee is to be charged to Deposit Account No. 08-3436:  
Above Total x \$40 = \$80.00  
8. If above fee is an inadequate charge or the check is detached from the filing, insufficiency to be charged to Deposit Account Number 08-3436 (duplicate sheet not required.)

5.5 Atty. Dkt. 58537.000044

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.

Signature

Attorney: David E. Baker, Esq  
Reg. No. 42,285  
Tel: 804-788-8762 Fax: 804-343-4598

10. Total number of pages including this cover sheet (Do NOT file dup. cover sheet) 7

Date: June 10, 2003

06/16/2003 TDIAZ1 00000125 083436 5419196  
01 FC:8021 80.00 DA

**EXECUTION COPY**  
**PATENT ASSIGNMENT**

WHEREAS, HARSCO TECHNOLOGIES CORPORATION ("Assignor"), a Minnesota corporation, owns all right, title and interest in and to the patents and patent applications set forth in Schedule A attached hereto, and the inventions claimed therein (the "Patents");

WHEREAS, Sperry Rail, Inc. ("Assignee"), a Delaware corporation, desires to acquire all rights, title and interest in and to the Patents; and

WHEREAS, Assignor makes this assignment under Section 2.1(d), 9.2 and 12.8 of the Asset Purchase Agreement dated as of August 29, 2002 (the "Agreement") by and between HARSCO CORPORATION and Assignee, and this assignment is subject to the terms of the Agreement.

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

1. As of the Closing (as defined in the Agreement), Assignor does hereby sell, assign, transfer and quitclaim to Assignee its entire right, title and interest in and to the Patents and the inventions claimed therein, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue all Letters of Patent for the Patents to Assignee, its successors and assigns, in accordance with the terms of the assignment.

2. Except as expressly provided in the Agreement, Assignor makes no warranty, express or implied, with respect to the Patents.

Assignor does hereby covenant and agree that it will, upon request of Assignee, its successors or assigns, and without further consideration to Assignor, execute any and all papers that may be necessary to a complete fulfillment of the intent and purpose of this assignment.

Dated: August 29, 2002

HARSCO TECHNOLOGIES CORP.

SPERRY RAIL, INC.

By: \_\_\_\_\_

By: *James B. Finley*

Title: \_\_\_\_\_

Title: *Vice President*

2. Except as expressly provided in the Agreement, Assignor makes no warranty, express or implied, with respect to the Patents.

Assignor does hereby covenant and agree that it will, upon request of Assignee, its successors or assigns, and without further consideration to Assignor, execute any and all papers that may be necessary to a complete fulfillment of the intent and purpose of this assignment.

Dated: August 29, 2002

HARSCO TECHNOLOGIES CORP.

SPERRY RAIL, INC.

By: *Paul C. Cooper*

By: \_\_\_\_\_

Title: SE VP, CAO, General Counsel  
and Secretary

Title: \_\_\_\_\_

**SCHEDULE A**

**Rail Flaw Detection Schedule of Patents**

Inventor Title Country	Serial No. Patent No.	Filing Date Issue Date
Ultrasonic Side Looker For Rail Head Flaw Detection Europe	94912771.6	**/**/**** **/**/****
Ultrasonic Side Looker For Rail Head Flaw Detection Canada	2,155,197 2,155,197	03/11/1994 04/20/1999
Rail Investigating Ultrasonic Transducer Australia	55329/96 694,028	**/**/**** 10/22/1998
Rail Investigating Ultrasonic Transducer Brazil	9608739	**/**/**** **/**/****
Rail Investigating Ultrasonic Transducer Canada	2,225,045 2,225,045	**/**/**** 12/25/2001
Rail Investigating Ultrasonic Transducer Europe	96912551.7	**/**/**** **/**/****
Iorfino Clamping Ring For Ultrasonic Rail Tester United States	09/972,261	10/05/2001 **/**/****
Ultrasonic Side Looker For Rail Head Flaw Detection United States	08/034,420 5,419,196	**/**/**** 05/30/1995
Rail Investigating Ultrasonic Transducer United States	08/492,986 5,578,758	**/**/**** 11/26/1996
Fast Pseudo-3D Rendering Of Ultrasonic Date etc. United States	(not filed)	**/**/**** **/**/****