

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HARSCO TECHNOLOGIES CORPORATION	12/07/2007
RECEIVING PARTY DATA	
Name:	AMERICAN WELDING & TANK LLC
Street Address:	111 Tank Road
City:	Jesup
State/Country:	GEORGIA
Postal Code:	31545
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11370598
CORRESPONDENCE DATA	
Fax Number:	(412)288-3063
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-288-3233
Email:	ptoipinbox@reedsmith.com
Correspondent Name:	Jody L. Burtner, Senior Paralegal
Address Line 1:	P.O. BOX 488
Address Line 2:	Reed Smith LLP
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488
ATTORNEY DOCKET NUMBER:	320460.00054.1354NOT
NAME OF SUBMITTER:	Jody L. Burtner

Total Attachments: 5  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of December 7, 2007 (the "*Effective Date*"), is made by and between **Harsco Technologies Corporation**, a Minnesota corporation ("*Assignor*"), and **American Welding & Tank LLC**, a Delaware limited liability company ("*Assignee*").

A. WHEREAS, Assignor and Assignee are parties to that certain Asset and Stock Purchase Agreement, dated as of November 28, 2007 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "**Sold Assets**" as defined in the Agreement;

B. WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A or that otherwise constitute "**Sold Assets**" under the Agreement, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "*Patents*"); and

C. WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignors' right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, designees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, designees or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority throughout the world to record Assignee as the assignee and owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns, designees or other legal representatives, without further consideration (except for expenses), cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

HARSCO TECHNOLOGIES  
CORPORATION

By: Robert G. Yocum

Name: Robert G. Yocum

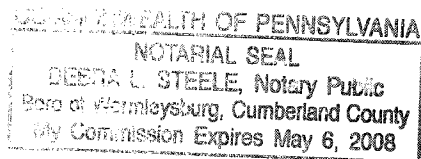
Title: President

STATE OF Pennsylvania )  
  )  
SS: COUNTY OF Cumberland

On this 5th day of December, 2007 before me Robert G. Yocum, known to me to be President of **Harsco Technologies Corporation**, who acknowledged that he/she signed this instrument as a free act on behalf of **Harsco Technologies Corporation**.

Debra L. Steele

Notary Public:  
My commission expires:



AMERICAN WELDING & TANK LLC

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

Name:  
\_\_\_\_\_  
NATHAN BROWN

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

STATE OF ILLINOIS )  
                              )  
SS: COUNTY OF COOK )

On this 4<sup>th</sup> day of December, 2007 before me NATHAN BROWN, known to me to be SECRETARY of American Welding & Tank LLC, who acknowledged that he/she signed this instrument as a free act on behalf of American Welding & Tank LLC.

Notary Public: Brandi L. Rowland  
My commission expires: July 13, 2010



**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Serial No.</b>	<b>Appl. Date</b>	<b>Patent Title</b>	<b>Status</b>
United States			11/370,598	03/08/2006	Underground Storage Tank	Pending
Canada			2,581,117	03/08/2006	Underground Storage Tank	Pending