504112681 11/28/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4159351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HARSCO CORPORATION	10/25/2016

RECEIVING PARTY DATA

Name:	HARSCO TECHNOLOGIES LLC
Street Address:	415 NORTH MAIN STREET
City:	FAIRMONT
State/Country:	MINNESOTA
Postal Code:	56031

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9074792

CORRESPONDENCE DATA

Fax Number: (203)302-6615

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: 203.302.4085

Email: ctip@withersworldwide.com

Correspondent Name: ALAN GARDNER

Address Line 1: 1700 EAST PUTNAM AVE.
Address Line 2: SUITE 400, IP GROUP

Address Line 4: GREENWICH, CONNECTICUT 06870

ATTORNEY DOCKET NUMBER:	HSC-101(US)	
NAME OF SUBMITTER:	ALAN D. GARDNER	
SIGNATURE:	/Alan D. Gardner/	
DATE SIGNED:	11/28/2016	

Total Attachments: 4

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PATENT 504112681 REEL: 040435 FRAME: 0279

ASSIGNMENT

THIS ASSIGNMENT (this "<u>Assignment</u>") is made as of <u>/0/25</u>, 2016, between: Harsco Corporation, of 350 Poplar Church Road, Camp Hill PA 17011, a Delaware corporation ("<u>Assignor</u>"), and Harsco Technologies LLC, of 415 North Main Street, Fairmont, MN 56031, ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the IP (as defined below in <u>Section 1</u>): and WHEREAS, Assignor is an affiliate of Assignee; and WHEREAS, Assignee is desirous of acquiring the IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assignment.</u> Assignor hereby irrevocably conveys, transfers, and assigns to Assignor, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to all of the following intellectual property of Assignor, together with all associated goodwill of all such intellectual property (collectively, the "IP"):
- (a) The patent application(s) or patent(s) set forth on **Exhibit A** attached hereto, and all issuances, provisionals, divisionals, continuations, or continuations-in-part of the foregoing, all other applications that claim priority from the foregoing, and any patents issuing on the foregoing (including, without limitation, any foreign patent applications or patents or certificates of invention corresponding thereto), and all reissues, extensions, reexaminations, substitutions, and renewals of any of the foregoing, and all rights, claims, and privileges pertaining to the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications and the right to sue and recover damages for past, present, and future infringement of any of the foregoing:
- (b) Any and all revisions, corrections, improvements, updates, upgrades, enhancements, compilations, or any other derivatives of any of the foregoing;
- (c) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) All licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all licenses and similar contractual rights with respect to any of the foregoing granted to Assignor by any third party, including, without limitation, any employee or independent contractor of Assignor;
 - (e) All instantiations of the foregoing in any form and embodied in any form or media;
- (f) Any and all royalties, fees, income, payments, remuneration, in-kind consideration, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- (g) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
- (h) Any and all statutory, contractual, or any other claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief

for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Assignor hereby authorizes (a) the United States Commissioner of Patents and Trademarks, and any other official throughout the world whose duty is to register or record ownership of patents or patent applications, and all divisionals, continuations, continuations-in-part, and substitute applications (the "Related Patent Applications") that claim or that may claim priority from such patents, patent applications or the Related Patent Applications, to record Assignee as the assignee and sole owner of any and all of Assignor's rights, interests or title in and to each such patent, patent application, and each Related Patent Application; (b) the United States Patent and Trademark Office, and any other entity, agency, or organization throughout the world whose duty is to examine or to issue patents, to issue to the Company any patent resulting from any patent application or any Related Patent Application. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the IP is properly assigned to Assignee, or any assignee or successor thereto.
- 3. <u>Moral Rights</u>. Without limiting any of the foregoing, to the extent that any rights of paternity, integrity, disclosure, withdrawal, or any other rights that may be known as "moral rights" ("<u>Moral Rights</u>") may have vested in Assignor as an author of any of the Assigned IP, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims, rights, or causes of action that Assignor may now or hereafter have in any jurisdiction to all such Moral Rights in or to any of the IP.
- 4. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>No Waiver</u>. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 6. <u>Entire Agreement</u>; <u>Amendment</u>. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended, except in a writing signed by the parties hereto.
- 7. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of United States, to the extent such laws preempt state laws, and otherwise, the State of Delaware.
- 8. <u>Counterparts</u>. This Assignment may be executed and/or delivered in multiple counterparts, including by facsimile or email transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 9. <u>Severability</u>. In the event that any provision in this Assignment is deemed invalid or unenforceable, the other provisions of this Assignment shall not be affected thereby and shall remain in full force and effect, and it is the intent of the parties hereto that such affected provision be enforced to the maximum extent permitted by law.

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[SIGNATURE PAGE TO ASSIGNMENT BETWEEN HARSCO CORPORATION AND HARSCO TECHNOLOGIES LLC]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

HARSCO CORPORATION

Witness: Vonca Horro

Vame: Donna Hovis

HARSCO TECHNOLOGIES LLC

MARSON FEDRINOLOGIES LEC

ASSIGNEE:

Name: Anthony P. Oniger

Title: NPX Treas

Exhibit A					
Patent No.	Title	Date of Issue			
US 9,074,792	Multiple-Ring Heat Exchanger	July 7, 2015			
		Patent No. Title			

RECORDED: 11/28/2016