

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5942448

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|---|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HARSCO IKG, LLC | 01/31/2020 |
| RECEIVING PARTY DATA | |
| Name: | HARSCO CORPORATION |
| Street Address: | 350 POPLAR CHURCH ROAD |
| City: | CAMP HILL |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 17011 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 15401865 |
| Application Number: | 15977007 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>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.</i> | |
| Phone: | 2164798500 |
| Email: | bryan.jaketic@squirepb.com |
| Correspondent Name: | BRYAN JAKETIC |
| Address Line 1: | 127 PUBLIC SQUARE |
| Address Line 2: | SUITE 4900 |
| Address Line 4: | CLEVELAND, OHIO 44114 |
| NAME OF SUBMITTER: | BRYAN JAKETIC |
| SIGNATURE: | /Bryan Jaketic/ |
| DATE SIGNED: | 02/03/2020 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 5 | |
| source=Notice of Grant of Security Interest in Patents (Seller Note) (Executed)#page1.tif | |
| source=Notice of Grant of Security Interest in Patents (Seller Note) (Executed)#page2.tif | |
| source=Notice of Grant of Security Interest in Patents (Seller Note) (Executed)#page3.tif | |
| source=Notice of Grant of Security Interest in Patents (Seller Note) (Executed)#page4.tif | |

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (SELLER NOTE)

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (SELLER NOTE), dated as of January 31, 2020 (this “Notice”), made by Harsco IKG, LLC, a Delaware limited liability company (the “Pledgor”), in favor of Harsco Corporation, as Secured Party (as defined below).

Reference is made to the Collateral Agreement (Seller Note), dated as of January 31, 2020 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Collateral Agreement”), among Sidero LLC 2, a Delaware limited liability company (“Holdings”), Sidero Inc., a Delaware corporation (the “Borrower”), each other Subsidiary of Holdings from time to time party thereto (each, a “Subsidiary Loan Party” and collectively, the “Subsidiary Loan Parties”), and Harsco Corporation, a Delaware corporation, as Secured Party (together with its successors and assigns in such capacity, the “Secured Party”). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Secured Party, its successors and permitted assigns, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Patent Collateral”):

all Patents of the United States of America, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Termination. This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Secured Party shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Secured Party shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Patent Collateral.

SECTION 6. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Notice as of the day and year first above written.

Harsco IKG, LLC

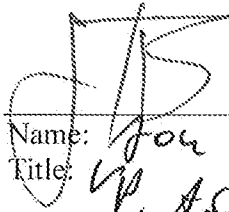
By: 

Name: Chad McClendon
Title: President

[Signature Page to Notice of Grant of Security Interest in Patents (Seller Note)]

PATENT
REEL: 051698 FRAME: 0611

Harsco Corporation,
as Secured Party,

By: 
Name: J. B. Ploetz
Title: VP, Asst. Gen. Counsel;
Asst. Corp. Secretary

Schedule I
to Notice of Grant of Security Interest in Patents (Seller Note)

U.S. Federally Issued or Applied for Patents Owned by Harsco IKG, LLC¹

| Title | Application Number | Filing Date | Patent Number |
|-----------------------|---------------------------|--------------------|-------------------------|
| Fence Structure | 15/401,865 | 9-Jan-2017 | US 2019 / 0078350 A1 |
| Rotary Serrator Knife | 15/977,007 | 11-May-2018 | N/A |

¹ Harsco IKG, LLC will be changing its name to IKG USA, LLC.