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Form PTO-1594 (Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Hoover Group, Inc.**  
**2001 Westside Parkway, Suite 155**  
**Alpharetta, GA 30201**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **GMAC Commercial Credit LLC**  
Internal Address: \_\_\_\_\_  
Street Address: **1290 Avenue of the Americas**  
City: **New York** State: **NY** Zip: **30201**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **Limited Liability Company**  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **May 7, 2001**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) **2376386**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Otterburg, Steindler, Houston & Poser, P.C.**  
Internal Address: **Attn: Mitchell M. Brand, Esq.**  
Street Address: **230 Park Avenue**  
City: **New York** State: **NY** Zip: **10169**

6. Total number of applications and registrations involved: **16**  
7. Total fee (37 CFR 3.41).....\$ **415.00**  
 Enclosed **USPTO Credit Card Form**  
 Authorized to be charged to deposit account  
8. Deposit account number: **19-3140**  
(Attach duplicate copy of this page if paying by deposit account)

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.*  
**Catherine B. Gardner**  
Name of Person Signing  
*Catherine B. Gardner*  
Signature  
**May 16, 2001**  
Date  
Total number of pages including cover sheet, attachments, and document: **14**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

RECEIVED  
2001 MAY 16 PM 3 28  
ASSIGNMENT SERVICES DIVISION

**Schedule I to  
Recordation Form Cover Sheet  
(Hoover Group, Inc.)**

**LIST OF TRADEMARKS**

	<b>Trademark Title</b>	<b>Registration Number</b>
2	LIQUICUBE	2074149
3	H HOOVER	2029064
4	CAGETAINER	0193904
5	DURA TANK	1503314
6	LIQUITOTE	1531614
7	BULKDRUM	1300160
8	FOLD-A-BIN	1186788
9	HOOVER & DESIGN	2029064
10	FLEXITOTE	2067856
11	TOTE	783179
12	TOTE SYSTEMS	757903
13	TUFTOTE	2076282
14	VISCOTANK	1116550
15	FIBERVAULT	1897951
16	REPALTAINER	2330658

# TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AGREEMENT made this 4<sup>th</sup> day of May, 2001 by and between **HOOVER GROUP, INC.**, a Delaware corporation, ("**Debtor**"), with its chief executive offices at 2001 Westside Parkway, Suite 155, Alpharetta, GA 30004 and **GMAC COMMERCIAL CREDIT LLC**, a New York limited liability company ("**Secured Party**"), having an office at 1290 Avenue of the Americas, New York, New York 10104.

## WITNESSETH:

**WHEREAS**, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

**WHEREAS**, Secured Party and Debtor are contemporaneously entering into certain financing arrangements between them pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit, Term Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Hoover Materials Handling Group, Inc. and Debtor (the "**Credit Agreement**"), together with various other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "**Agreements**"); and

**WHEREAS**, in order to induce Secured Party to enter into the Credit Agreement and the other Agreements and to make loans and advances and provide other financial accommodations pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

### 1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Secured Party: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels

on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all Obligations (as defined in the Credit Agreement).

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants to Secured Party the following (which shall survive the execution and delivery of this Agreement), the truth and accuracy of which, or compliance with, being a continuing condition of the making of loans by Secured Party to Debtor under the Agreements:

(a) Debtor will pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and sub-sisting in full force and effect, and Debtor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever, except the security interests granted hereunder and the licenses permitted under Section 3(e) below.

(c) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except as permitted herein, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto and have not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the then applicable rate set forth in the Agreements and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, unless Debtor has by thirty (30) days prior written notice informed Secured Party of such action. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable. Debtor shall notify Secured Party immediately if they know or have reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance reasonably necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(m) Debtor will promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Agreements and shall be part of the Obligations secured hereby.

#### **4. EVENTS OF DEFAULT**

The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement.

#### **5. RIGHTS AND REMEDIES**

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor makes any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

ever. Secured Party may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days notice in the manner set forth in subparagraph 6(b) hereof shall be deemed reasonable notice thereof and Debtor waive any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Subparagraph 5(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Power of Attorney described in subparagraph 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and reasonable attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and legal expenses and all travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtors shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtors will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations pursuant to the Credit Agreement.

(f) Debtor shall supply to Secured Party or its designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## **6. MISCELLANEOUS**

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties shall be given or made in accordance with the Credit Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this agreement.

(d) All references to Debtor and Secured Party herein shall include their respective successors and assigns. All references to the term "person" or "Person" herein shall mean any individual, sole proprietorship, limited partnership, general partnership, corporation (including a business trust), unincorporated association, joint stock corporation, trust, joint venture, association, organization or other entity or government or any agency or instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. ALL TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN IN THE NEW YORK UNIFORM COMMERCIAL CODE.

(g) DEBTOR AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR ANY OBLIGATIONS SHALL BE LITIGATED IN THE FEDERAL



DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR, AT SECURED PARTY'S OPTION, IN ANY OTHER COURTS LOCATED IN NEW YORK STATE OR ELSEWHERE AS SECURED PARTY MAY SELECT AND THAT SUCH COURTS ARE CONVENIENT FORUMS AND DEBTOR SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS. DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT OR OTHER PROCESS OR PAPERS TO BE ISSUED THEREIN AND HEREBY AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO DEBTOR AT THE ADDRESS APPEARING HEREIN.

(h) TO THE EXTENT LEGALLY PERMISSIBLE, DEBTOR AND SECURED PARTY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION RELATING TO TRANSACTIONS UNDER THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

**HOOVER GROUP, INC.**

By: 

Title: Ernie Mathia  
Chief Financial Officer

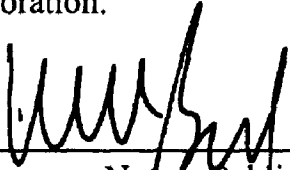
**GMAC COMMERCIAL CREDIT LLC**

By: 

Title: SVP

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

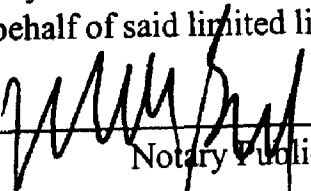
As of this 3<sup>rd</sup> day of May, 2001, before me personally came Ernie Mathia, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of Hoover Group, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

MITCHELL M. BRAND  
Notary Public, State of New York  
No. 4832584  
Qualified in Westchester County  
Commission Expires March 30, 2003

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

As of this 4<sup>th</sup> day of May, 2001, before me personally came Frank Imperato, to me known, who, being duly sworn, did depose and say, that he is the Senior Vice President of GMAC COMMERCIAL CREDIT LLC, the limited liability company described in and which executed the foregoing instrument; and that he is authorized to sign on behalf of said limited liability company.

  
\_\_\_\_\_  
Notary Public

MITCHELL M. BRAND  
Notary Public, State of New York  
No. 4832584  
Qualified in Westchester County  
Commission Expires March 30, 2003

HOOVER GROUP, INC.

SCHEDULE A

LIST OF TRADEMARKS AND APPLICATIONS

Registration

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
LIQUISYSTEMS	2376386	08/15/00
REPALTAINER	23303658	03/21/00
TUFFTOTE	2076282	07/01/97
LIQUICUBE	2074149	06/24/97
FLEXITOTE	2067856	06/03/97
HOOVER & DESIGN	2029064	01/07/97
H HOOVER	2029064	01/07/97
FIBERVAULT	1897951	06/06/95
CAGETAINER	0193904	05/16/95
DURA TANK	1503314	02/20/90
ULTRASPHERICS	1534965	04/18/89
JULIAR	1532650	04/04/89
LIQUITOTE	1531614	03/28/89
BULKDRUM	1300160	10/16/94
FOLD A BIN	1186788	01/19/82
TOTE	783179	01/12/65
TOTE SYSTEMS	757903	10/01/63

**HOOVER GROUP, INC.**

**SCHEDULE B**

Licenses

Hoover Group, Inc. ("HGI"), has granted licenses in all the trademarks and trademark applications listed in Schedule A to Hoover Materials Handling Group, Inc., and Industrial Packaging Systems, Pty. Ltd.

HGI grants a limited and non-exclusive license in its trademarks to HGI's third party distributors and manufacturers.