

10-04-2001



OFFICE

Docket No. 22376.0001.0021

TRA 101865430

COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New *10/01/01*
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
07 01 1996
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07 01 1996

Name Hoover Containment Systems, Inc

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Hoover Containment, Inc

DBA/AKA/TA _____

Composed of _____

Address (line 1) 8258 Veterans Highway

Address (line 2) _____

Address (line 3) Millersville MD 21108
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

10/04/2001 LMUELLER 00000052 1945556

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40.00 OP

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202.663.8689

Name Kathy J. McKnight

Address (line 1) ShawPittman LLP

Address (line 2) 2300 N. Street, NW

Address (line 3) Washington, D.C. 20037-1128

Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1945556

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kathy J. McKnight

Name of Person Signing

Kathy J. McKnight
Signature

10/1/01

Date Signed

ASSIGNMENT OF REGISTERED TRADEMARKS

WHEREAS, HOOVER CONTAINMENT SYSTEMS, INC., a Delaware corporation, located and doing business at 8258 Veterans Highway, Millersville, MD, has adopted and used in its business the trademarks identified in attached Schedule A, some of which trademarks are the subject of pending applications or issued registrations in the United States Patent and Trademark Office;

WHEREAS, HOOVER CONTAINMENT, INC., a Delaware corporation, located and doing business at 8258 Veterans Highway, Millersville, MD, wishes to acquire title to said marks and their corresponding pending applications and issued registrations:

NOW, THEREFORE, in consideration of and in exchange for \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, said HOOVER CONTAINMENT SYSTEMS, INC., does sell, assign, transfer, and set over unto said HOOVER CONTAINMENT, INC., the entire right, title and interest in, to and under said trademarks and their corresponding pending applications or issued registrations, together with the good will of the business in connection with which the said marks are used.

HOOVER CONTAINMENT SYSTEMS, INC.

By Joseph P. Allwein
Name: Joseph P. Allwein
Title: President

Date: July 1, 1996

STATE OF California)
COUNTY OF Los Angeles) SS

On the 1st day of July personally appeared before me Joseph P. ~~Alwein~~ Allwein who stated that he is President of Honer Containment Systems, Inc. a Delaware corporation, and acknowledged that he executed the above instrument as the act and deed of Honer Containment Systems, Inc. for the purposes therein set forth.



M. Gejer
Notary Public
My Commission Expires 2-1-99

SCHEDULE A

<u>TRADEMARK/ SERVICE MARK</u>	<u>SERIAL NO./ FILING DATE</u>	<u>FILING DATE/ REGISTRATION DATE</u>
FIBER VAULT	1,897,951	June 6, 1995
LUBE CUBE & Design	74/618,730	January 6, 1995
WASTEEVAC	1,630,608	January 8, 1991
ULTRATANK	1,608,822	August 7, 1990
FUEL MASTER	1,578,618	January 23, 1990
LRS	1,631,099	January 8, 1991
HAZCHECK	1,648,306	June 18, 1991

UNREGISTERED TRADEMARKS:

**SAFEWASTE
TRUCKADDY
ROLLCADDY
COMBOTANK
FUEL CUBE**

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT is made this 30th day of June, 1996 by and among HOOVER GROUP, INC., a Delaware corporation (the "Shareholder"), HOOVER CONTAINMENT SYSTEMS, INC., a Delaware corporation (the "Company") and HOOVER CONTAINMENT, INC., a Delaware corporation that is a wholly-owned subsidiary of Containment Solutions, Inc. (the "Purchaser").

WHEREAS, the Shareholder, the Company and the Purchaser entered into an Asset Purchase Agreement, dated October 12, 1995 (the "Purchase Agreement"), by which the Company sold substantially all of its assets to the Purchaser; and

WHEREAS, the parties wish to amend the Purchase Agreement to provide for the conveyance of the portion of the goodwill of the Company attributable to the Company's trademarks and tradenames.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, it is agreed as follows:

1. The parties agree that paragraph (c) of the section entitled "Definitions" shall be amended by insertion of the following language at the end of sub-part (ii) immediately preceding the semicolon: ", together with the goodwill of Subject Business in connection with which such marks are used".

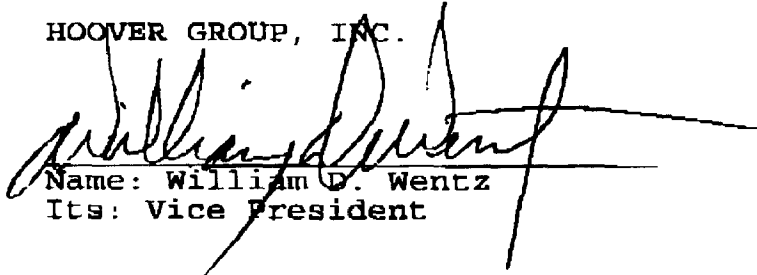
2. The parties agree that section 1(b), entitled "Excluded Assets," shall be deleted in its entirety and in its place the following language shall be inserted:

Excluded from the Assets shall be cash and cash equivalents on hand or on deposit, the accounts receivable listed on Exhibit 1(b) hereto, goodwill of Company not constituting a part of the Intellectual Property, and the covenants not to compete found in the Employment Agreements between Shareholder and Darlene Bauer and Shareholder and Joe Allwein dated February 22, 1991, and between Company and David McGarvey dated August 31, 1994.

3. The parties agree that Exhibit 1(b), entitled "EXCLUDED ASSETS (OTHER THAN CASH AND CASH EQUIVALENTS ON HAND OR ON DEPOSIT)," shall be amended by the deletion of part 1. in its entirety and in its place the following language shall be inserted: "1. Goodwill of the Subject Business not constituting a part of the Intellectual Property."

IN WITNESS WHEREOF, the parties have acknowledged this FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT and have set their hand this _____ day of June, 1996.

HOOVER GROUP, INC.



Name: William D. Wentz
Its: Vice President

HOOVER CONTAINMENT SYSTEMS, INC.

Name: Joseph P. Allwein
Its: President

HOOVER CONTAINMENT, INC., by
Containment Solutions, Inc.

Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have acknowledged this FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT and have set their hand this 30th day of June, 1996.

HOOVER GROUP, INC.

Name: William D. Wentz
Its: Vice President

HOOVER CONTAINMENT SYSTEMS, INC.

Joseph P. Allwein

Name: Joseph P. Allwein
Its: President

HOOVER CONTAINMENT, INC., by
Containment Solutions, Inc.

Name: _____
Its: _____