

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mauser USA Inc.		12/03/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Scotland -- Zweigniederlassung
Street Address:	Goetheplatz 4
City:	Frankfurt am Main
State/Country:	GERMANY
Postal Code:	D-60311
Entity Type:	German Bank: GERMANY

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2005585	CLOSED LOOP PACKAGING
Registration Number:	2025804	CLOSED LOOP
Registration Number:	2330658	REPALTAINER

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455
 Email: jlik@shearman.com
 Correspondent Name: Lowell Dashefsky
 Address Line 1: 599 Lexington Avenue
 Address Line 2: Shearman & Sterling LLP
 Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$90.00 2005585

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Lowell Dashefsky

Signature:

/Lowell Dashefsky/

Date:

02/04/2005

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 3, 2004, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of Scotland – Zweigniederlassung, as security agent (the "*Security Agent*") for the Finance Parties (as defined in the Senior Facilities Agreement and the Bridge Facility Agreement referred to below).

WHEREAS, MAUSER HOLDING GMBH, the other group Companies named therein as Senior Borrowers and Senior Grantors, Bank of Scotland – Zweigniederlassung Frankfurt and Citigroup Global Markets Limited as Senior Arrangers, the financial institutions named therein as Senior Lenders, Bank of Scotland – Zweigniederlassung as Senior Facility Agent, Security Agent and Issuing Lender are parties to a Senior Facilities Agreement dated April 30, 2003 and amended and restated on December 3, 2004 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Senior Facilities Agreement*") and Mauser Safety Systems GmbH & Co. KG, as Borrower, and Citigroup Global Markets Limited and Bank of Scotland-Zweigniederlassung Frankfurt, as Joint Mandated Lead Arrangers, and Bank of Scotland-Zweigniederlassung Frankfurt, as Facility Agent and Security Agent, are parties to a Bridge Facility Agreement dated December 3, 2004 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Bridge Facility Agreement*"). Capitalised terms defined in the Senior Facilities Agreement and not otherwise defined therein are used herein as defined in the Senior Facilities Agreement.

WHEREAS, as a condition precedent to the obligations of the Lenders under the Senior Facilities Agreement to make Drawings available to the Borrowers under the Senior Facilities Agreement and to the obligations of the Lenders under and as defined in the Bridge Facility Agreement to make the Advances under and as defined in the Bridge Facility Agreement to the Borrower under and as defined in the Bridge Facility Agreement, Grantor has executed and delivered that certain Security Agreement dated December 3, 2004 made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Security Agent for the ratable benefit of the Finance Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in the Schedule attached hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in the Schedule attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in the Schedule attached hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

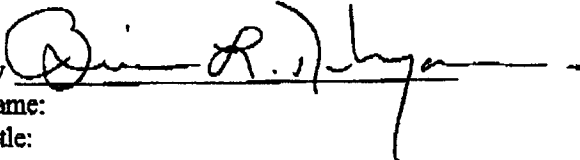
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein and, in the event of any conflict between the IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MAUSER USA INC.

By 
Name:
Title:

Address for Notices:

2001 Westside Parkway
Suite 130
Alpharetta, Georgia 30004

Schedule to Intellectual Property Security Agreement

<u>Trademark or Patent</u>	<u>Name or Title</u>	<u>Owner/Assignee</u>	<u>Country</u>	<u>Registration or Patent Number</u>
Service Mark	CLOSED LOOP PACKAGING [See Note]	Hoover Group, Inc. - Materials	United States	2005585
Trademark	CLOSED LOOP [See Note]	Hoover Container Sales & Service (now Hoover Materials Handling Group, Inc.)	United States	2025804
Trademark	REPALTAINER	Mauser USA Inc.	United States	2330658
Trademark	BULK DRUM	Mauser USA Inc.	Japan	2243569
Patent	Composite Container	Mauser USA Inc.	United States	5029734
Patent	Composite Shipping Container for Combustible Liquids	Mauser USA Inc.	United States	5156268
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc.	Belgium	0498984
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc.	France	0498984
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc.	Germany	P69108377.0
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc.	Great Britain	0498984
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc.	Japan	3228524
Patent	Composite Shipping Container with Tubular Member Pallet	Mauser USA Inc.	United States	5738240
Patent	Composite Shipping Container	Mauser USA Inc.	United States	4793519
Patent	Composite Shipping Container	Mauser USA Inc.	United States	4930661
Patent	Blow Molding Appurtenances to a Container	Mauser USA Inc.	United States	6626325
Patent	Bulk Drum Lid	Mauser USA Inc.	United States	D425,683
Patent	Bulk Drum Lid with Two Bung Openings	Mauser USA Inc.	United States	6571972
Patent	Plastic Foot Ring Drum (One Piece Plastic Barrel)	Mauser USA Inc.	United States	6126033
Patent	Threaded Drum	Mauser USA Inc.	United States	6318577
Patent	Blow Molding Appurtenances to a Container	Mauser USA Inc.	United States	6746560

Note: The Closed Loop and Closed Loop Packaging marks are used by Mauser USA in connection with a license granted to Mauser USA as specified in the Intellectual Property Agreement.