

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Container Group, LLC		11/09/2005	LIMITED LIABILITY COMPANY:
Mauser Corp.		11/09/2005	CORPORATION:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2005585	CLOSED LOOP PACKAGING
Registration Number:	2025804	CLOSED LOOP
Registration Number:	2330658	REPALTAINER
Registration Number:	1837086	NATIONAL CONTAINER SERVICES
Registration Number:	1901861	R.S.V.P.
Registration Number:	1904590	RUSSELL-STANLEY VANTAGE PROGRAM
Registration Number:	1914502	RUSSELL STANLEY
Registration Number:	2163399	CONTAINERCARE SYSTEM
Registration Number:	2536238	CONTAINERCARE PLUS
Registration Number:	2073538	CMS
Registration Number:	2819363	DELDRUM
Registration Number:	2819362	DELCON
Registration Number:	1325859	DELEX

CH \$415.00 2005585

Registration Number:	782632	DELKIT
Registration Number:	2819364	DEL-LOC EXTRA
Registration Number:	797936	DEL-TANGULAR

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.969.4138
Email: jarias@proskauer.com
Correspondent Name: Juan C. Arias
Address Line 1: 1585 Broadway
Address Line 2: Proskauer Rose LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	49387-002
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	

NAME OF SUBMITTER:	Juan C. Arias
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Signature:	/Juan C. Arias/
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Date:	11/10/2005
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Total Attachments: 8
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Amended and Restated IP Security Agreement*") dated November 9, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of Scotland – Zweigniederlassung Frankfurt ("Bank of Scotland"), as Security Agent (the "*Security Agent*") for the Finance Parties (as defined in the Senior Facilities Agreement referred to below).

WHEREAS, MAUSER HOLDING GMBH, the other group Companies named therein as Senior Borrowers and Senior Guarantors, Bank of Scotland and Citigroup Global Markets Limited as Senior Arrangers, the financial institutions named therein as Senior Lenders, Bank of Scotland 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 2, 2004 and amended and restated by a third supplemental agreement on November 8, 2005 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Senior Facilities 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, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated December 3, 2004 and amended and restated on November 9, 2005 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Amended and Restated Security Agreement*").

WHEREAS, under the terms of the Amended and Restated Security Agreement, the Grantors have 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 Grantors, and have agreed as a condition thereof to execute this Amended and Restated 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B 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 copyright registrations and applications and exclusive copyright licenses set forth in Schedule C 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 each Grantor under this Amended and Restated 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.

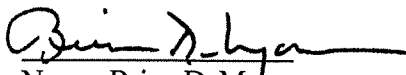
SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Amended and Restated IP Security Agreement.

SECTION 4. Execution in Counterparts. This Amended and Restated 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 Amended and Restated IP Security Agreement has been entered into in conjunction with the provisions of the Amended and Restated Security Agreement. Each 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 Amended and Restated 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 Amended and Restated IP Security Agreement and the Amended and Restated Security Agreement, the Amended and Restated Security Agreement shall control.

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated 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. (to be renamed
MAUSER CORP.)

By 
Name: Brian DeMoura
Title: President

Address for Notices:

NATIONAL CONTAINER GROUP, LLC

By _____
Name:
Title:

Address for Notices:

1209C Tar Heel Road
Charlotte, NC 28208

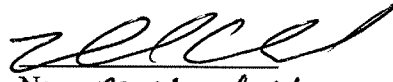
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MAUSER USA INC. (to be renamed
MAUSER CORP.)

By _____
Name: Brian DeMoura
Title: President

Address for Notices:

NATIONAL CONTAINER GROUP, LLC

By 
Name: Michael Chopin
Title: V-P

Address for Notices:

1209C Tar Heel Road
Charlotte, NC 28208

**Schedule A to the
Amended and Restated
IP Security Agreement**

PATENTS

<u>Patent</u>	<u>Name or Title</u>	<u>Owner/Assignee</u>	<u>Country</u>	<u>Registration or Patent Number</u>
Patent	Composite Container	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5029734
Patent	Composite Shipping Container for Combustible Liquids	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5156268
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc. (to be renamed Mauser Corp.)	Belgium	0498984
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc. (to be renamed Mauser Corp.)	France	0498984
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc. (to be renamed Mauser Corp.)	Germany	P69108377.0
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc. (to be renamed Mauser Corp.)	Great Britain	0498984
Patent	Composite Shipping Container With Separable Top and Bottom Structures	Mauser USA Inc. (to be renamed Mauser Corp.)	Japan	3228524
Patent	Composite Shipping Container with Tubular Member Pallet	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5738240
Patent	Composite Shipping Container	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	4793519
Patent	Composite Shipping Container	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	4930661
Patent	Blow Molding Appurtenances to a Container	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	6626325
Patent	Bulk Drum Lid	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	D425,683
Patent	Bulk Drum Lid with Two Bung Openings	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	6571972
Patent	Plastic Foot Ring Drum (One Piece Plastic Barrel)	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	6126033
Patent	Threaded Drum	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	6318577
Patent	Blow Molding Appurtenances to a Container	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	6746560
Patent	Process for recycling contaminated drums	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5,328,104
Patent	Replaceable closure system	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5,413,240
Patent	Flange for a bunged drum	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	D 388,933
Patent	Open top container	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5,735,427
Patent	Replaceable closure arrangement	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	4,573,605
Patent	Tighthead drum	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	6,419,109
Patent	Design for: Tamper Resistant Cap Seal	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	D462,269
Patent	Drum and process for handling drum liners	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5,284,998
Patent	Steel drum with flattened rolling hoops	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	5,755,353

Patent	Drum and process for handling drum liners	Mauser USA Inc. (to be renamed Mauser Corp.)	Canada	2,061,161
Patent	Drum liner locking and locating assembly	Mauser USA Inc. (to be renamed Mauser Corp.)	Canada	2,080,325
Patent	Open top container	Mauser USA Inc. (to be renamed Mauser Corp.)	Canada	2,180,418

**Schedule B to the
Amended and Restated
IP Security Agreement**

TRADEMARKS

<u>Trademark</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. (to be renamed Mauser Corp.)	United States	2330658
Trademark	BULK DRUM	Mauser USA Inc. (to be renamed Mauser Corp.)	Japan	2243569
Trademark	NATIONAL CONTAINER SERVICES	National Container Services	United States	1837086
Trademark	R.S.V.P.	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	1,901,861
Trademark	RS Corp Vantage Program	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	1,904,590
Trademark	RS Corp	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	1,914,502
Trademark	Container Care System	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	2,163,399
Trademark	Container Care Plus	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	2,536,238
Trademark	CMS	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	2,073,538
Trademark	Deldrum	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	2,819,363
Trademark	Delcon	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	2,819,362
Trademark	Delex	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	1,325,859
Trademark	Delkit	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	0,782,632
Trademark	Del-loc Extra	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	2,819,364
Trademark	Del-Tangular	Mauser USA Inc. (to be renamed Mauser Corp.)	United States	0,797,936

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

**Schedule C to the
Amended and Restated
IP Security Agreement**

COPYRIGHTS

None.