

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to the Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoover Group, Inc.		02/18/2009	CORPORATION: DELAWARE
Hoover Materials Handling Group, Inc.		02/18/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2831161	ITRAM	
Registration Number:	0783179	TOTE	
Registration Number:	0757903	TOTE SYSTEMS	
Registration Number:	1531614	LIQUITOTE	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	RICHMOND, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	64534.14		

CH \$115.00 2831161

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/26/2009
Total Attachments: 6 source=Hoover#page1.tif source=Hoover#page2.tif source=Hoover#page3.tif source=Hoover#page4.tif source=Hoover#page5.tif source=Hoover#page6.tif	

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

This **FIRST AMENDMENT TO THE AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT** (this "First Amendment to the Restated Patent and Trademark Security Agreement"), dated as of February 18, 2009, is made and delivered by **HOOVER GROUP, INC.**, a Delaware corporation and **HOOVER MATERIALS HANDLING GROUP, INC.**, a Delaware corporation (collectively, the "Grantors", and each, individually, a "Grantor"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation (the "Agent"), for itself and the lenders from time to time signatory to the Loan Agreement as hereinafter defined (the "Lenders").

WITNESSETH:

WHEREAS, the Grantors, Hoover Investments, Inc., as guarantor (the "Guarantor"), the Agent and the Lenders have entered into that certain First Amended and Restated Loan and Security Agreement dated as of September 8, 2006 with the Agent, regarding a \$21,525,000 credit facility as amended by (i) that certain First Amendment to the First Amended and Restated Loan and Security Agreement dated January 29, 2007 (the "First Amendment"), (i) that certain Second Amendment to the First Amended and Restated Loan and Security Agreement dated February 21, 2007 (the "Second Amendment"), and (iii) that certain letter agreement dated June 11, 2008 (the "Third Amendment") (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantors made and delivered to the Agent, for the benefit of itself and the Lenders, an Amended and Restated Patent and Trademark Security Agreement dated as of September 8, 2006 (the "Restated Patent and Trademark Security Agreement"), in respect of the Patent and Trademark Collateral (as defined therein) as security interests granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement;

WHEREAS, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated February 6, 2009, by and among the Grantors, the Guarantor, the Agent, and the Lenders, the Agent and the Lenders have agreed to make certain amendments to and modifications of the Loan Agreement, as reflected in the Loan Agreement; and

WHEREAS, one of the conditions to the execution, delivery and performance of the Loan Agreement is the execution and delivery by Grantors of this First Amendment to the Restated Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Restated Patent and Trademark Security Agreement as follows:

SCHEDULE I
to
RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Schedule I to the Restated Patent and Trademark Security Agreement is hereby amended by inserting the following text thereto:

“Hoover Materials Handling Group, Inc.

ITRAM – 2,831,161

Trademark Licenses

Hoover Group, Inc.

TOTE – 783,179

TOTE SYSTEMS – 757,903

Trademark License Agreement dated July 1, 1996 between Hoover Group, Inc. and Thomas Conveyor Company giving Hoover a license to use trademarks “Liquitote” and other conjugations of the word “Tote.”

Hoover Materials Handling Group, Inc.

LIQUITOTE – 1,531,614*

* Group assigned this mark in 1995 to Materials, which is listed as the current owner of the mark. Nonetheless, Thomas Conveyor Company licensed to Group per Trademark License Agreement dated July 1, 1996 the right to use trademarks “Liquitote”, “Tufftote”, “Flexitote” and other conjugations of the word “Tote.””

SCHEDULE II
to
RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Schedule II to the Restated Patent and Trademark Security Agreement is hereby amended by adding the following patents to the list of patents of Hoover Materials Handling Group, Inc.:

“Bulk Container Corner Sling Adaptor (Pending) Application # 61/132,471
Bulk Container Protective Cover (Pending) Application # 61/190,113
Bulk Container with Dual Discharge (Pending)
Bulk Container with Sweep Elbow (Pending) Application # 11/906,229”

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this First Amendment to the Restated Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HOOVER GROUP, INC.

By: *D.W. Young*
Name: Donald W. Young
Title: Chief Executive Officer

ACKNOWLEDGEMENT OF GRANTOR

Texas
STATE OF ~~GEORGIA~~) ss
COUNTY OF ~~FULTON~~)
Harris

On this 18th day of February, 2009 before me personally appeared Donald W. Young proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hoover Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Mayra G. Flores
Notary Public

GRANTORS (continued):

**HOOVER MATERIALS HANDLING GROUP,
INC.**

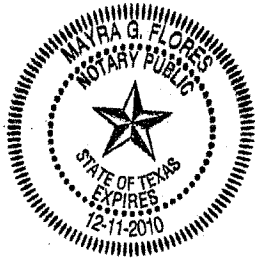
By: D.W. Young
Name: Donald W. Young
Title: Chief Executive Officer

ACKNOWLEDGEMENT OF GRANTOR

Texas
STATE OF ~~GEORGIA~~) ss
COUNTY OF ~~FULTON~~)
Harris

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[SEAL]



Mayra G. Flores
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

**THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent**

By: 
Name: Alan Strauss
Title: Vice President

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