

RE 8/12/09

TRADEMARK ASSIGNMENT

08-13-2009

Electronic Version v1.1  
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SUBMISSION TYPE: NEW ASSIGNMENT

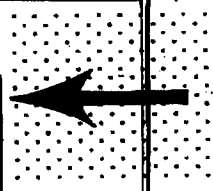
NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOOVER GROUP, INC.		03/04/2009	CORPORATION: DELAWARE
HOOVER MATERIALS HANDLING GROUP, INC.		03/04/2009	CORPORATION: DELAWARE
HOOVER INVESTMENTS, INC.		03/04/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION	CITIZENSHIP: U.S.A.
Street Address:	DCC 500 First Ave.	
Internal Address:	Commercial Loan Service Center	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	Association:	



PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2376386	LIQUISYSTEMS
Registration Number:	0783179	TOTE
Registration Number:	3036333	WINE TOTE
Registration Number:	1893904	CAGETAINER
Registration Number:	0757903	TOTE SYSTEMS
Registration Number:	2772039	SUREFLOW
Registration Number:	2626200	CHEMSORT
Registration Number:	1531614	LIQUITOTE
Registration Number:	2851154	SUREBLEND
Registration Number:	2784591	SURELOCK
Registration Number:	2753529	SURESYSTEMS

OP \$340.00 2376386

Registration Number:	2553778	SUREDRAIN
Registration Number:	2831161	ITRAM
<b>CORRESPONDENCE DATA</b>		
Fax Number:	(416)865-7380	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(416)865-8244	
Email:	efan@torys.com	
Correspondent Name:	Torys LLP, Attn: Edward Fan	
Address Line 1:	79 Wellington St. W., Suite 3000	
Address Line 2:	Box 270, TD Centre	
Address Line 4:	Toronto, CANADA M5K 1N2	
ATTORNEY DOCKET NUMBER:	22764-2022	
NAME OF SUBMITTER:	Edward Fan	
Signature:	/Edward Fan/	
Date:	08/15/2009	
<b>Total Attachments: 6</b> source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif source=TrademarkSecurityAgreement#page6.tif		

**EXECUTION COPY****TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 4, 2009 is between Hoover Group, Inc., a Delaware corporation, Hoover Materials Handling Group, Inc., a Delaware corporation, and Hoover Investments, Inc., a Delaware corporation (herein collectively referred to as "Grantors") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantors own the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantors, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan, and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantors have granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantors including all right, title and interest of Grantors in, to and under all Grantors' Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantors hereby grant to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States trademark, service mark and trade name now held or hereafter acquired by Grantors, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantors, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States, as well as any unregistered marks used by Grantors, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantors in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark

referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

IN WITNESS WHEREOF, Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4<sup>th</sup> day of ~~February~~, 2009.

March

**HOOVER GROUP, INC.**

By: D.W. [Signature]  
Name: Donald W. Young  
Title: CEO

**HOOVER MATERIALS HANDLING GROUP, INC.**

By: D.W. [Signature]  
Name: Donald W. Young  
Title: CEO

**HOOVER INVESTMENTS, INC.**

By: D.W. [Signature]  
Name: Donald W. Young  
Title: CEO

Acknowledged:  
PNC Bank, National Association,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 4<sup>th</sup> day of March, 2009.

**HOOVER GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HOOVER MATERIALS HANDLING GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HOOVER INVESTMENTS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged: \_\_\_\_\_  
PNC Bank, National Association,  
as Collateral Agent

By: *SARA V. TRABERMAN*  
Name: SARA V. TRABERMAN  
Title: VICE PRESIDENT

STATE OF Texas )  
 )  
COUNTY OF Harris )

ss.:

On the 3<sup>rd</sup> day of <sup>Harris</sup> ~~February~~, 2009, before me personally came Donald W. Young, to me personally known to be the person described in and who executed the foregoing instrument as Chief Executive Officer of Hoover Group, Inc., Hoover Materials Handling Group, Inc. and Hoover Investments, Inc. who being by me duly sworn, did depose and say that he is the Chief Executive Officer of Hoover Group, Inc., Hoover Materials Handling Group, Inc. and Hoover Investments, Inc., the corporations described in and which executed the foregoing instrument; that he knows the seals of said corporations; that the seals affixed to said instrument are such corporate seals; that the said instrument was signed and sealed on behalf of said corporations by order of their Boards of Directors; that he signed his name thereto by like orders; and that he acknowledged said instrument to be the free act and deed of said corporations.

NOTARY PUBLIC

My commission expires:

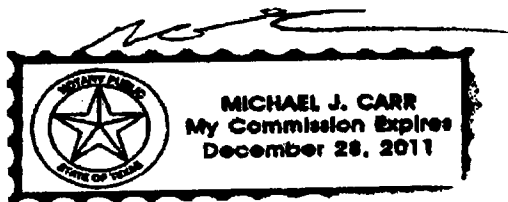
STATE OF Texas )  
 )  
COUNTY OF Harris )

ss.:

On the \_\_\_ day of February, 2009, before me personally came Donald Young, to me personally known to be the person described in and who executed the foregoing instrument as CEO of Hoover Materials, who being by me duly sworn, did depose and say that he is CEO of Hoover Materials, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My commission expires:



Schedule 1 to Trademark Security Agreement

Hoover Group, Inc.

LIQUISYSTEMS-2376386  
TOTE-783179\*  
WINE TOTE – 3036333  
CAGETAINER-1893904  
TOTE SYSTEMS-757903\*

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

Hoover Materials Handling Group, Inc.

SUREFLOW-2772039  
CHEMSORT-2626200  
LIQUITOTE-1531614\*\*  
SUREBLEND-2851154  
SURELOCK-2784591  
SURESYSTEMS-2753529  
SUREDRAIN-2553778  
ITRAM – 2,831,161 assigned by merger from iTRAM Solutions, Inc. to Hoover Materials Handling Group, Inc. effective December 13, 2004 (recorded on February 18, 2005).

\*\* 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”.