

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoover Group, Inc.		01/28/2015	CORPORATION: DELAWARE
Hoover Materials Handling Group, Inc.		01/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie US Trading LLC, as Collateral Agent		
Street Address:	c/o Cortland Capital Market Services LLC, 225 West Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2376386	LIQUISYSTEMS	
Registration Number:	1893904	CAGETAINER	
Registration Number:	0783179	TOTE	
Registration Number:	3036333	WINE TOTE	
Registration Number:	0757903	TOTE SYSTEMS	
Registration Number:	4034807	LIQUITOTE	
Registration Number:	3997014	EZTOTE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78598.00012		

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NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	01/28/2015
Total Attachments: 5 source=Hoover - Trademark Short Form IP Security Agreement(113424796_1)#page1.tif source=Hoover - Trademark Short Form IP Security Agreement(113424796_1)#page2.tif source=Hoover - Trademark Short Form IP Security Agreement(113424796_1)#page3.tif source=Hoover - Trademark Short Form IP Security Agreement(113424796_1)#page4.tif source=Hoover - Trademark Short Form IP Security Agreement(113424796_1)#page5.tif	

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of January 28 2015, (this “**Agreement**”), among HOOVER GROUP, INC., a Delaware corporation (“**Hoover**”), HOOVER MATERIALS HANDLING GROUP, INC. (“**HMHG**”; each Hoover and HMHG, individually, a “**Grantor**” and collectively, the “**Grantors**”) and MACQUARIE US TRADING, LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of January 28, 2015 (the “**Security Agreement**”), among HOOVER HOLDING GROUP, INC., a Delaware corporation (“**Parent**”), HOOVER MERGER SUB, INC. a Delaware corporation (the “**Merger Sub**”, to be merged with and into HOOVER GROUP, INC., a Delaware corporation, the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of dated as of January 28, 2015 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Merger Sub, the Parent, the other Guarantors from time to time party thereto MACQUARIE US TRADING LLC, as Administrative Agent and Collateral Agent, MIHI LLC, as Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantors, pursuant to the Security Agreement, hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration

applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

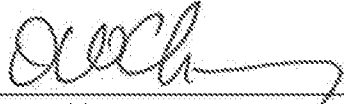
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOOVER GROUP, INC.,
as the Grantor


By: 
Name: Donald Young
Title: Chief Executive Officer

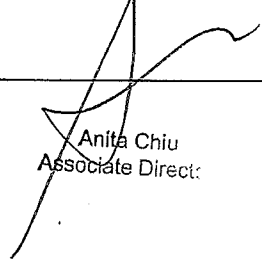
HOOVER MATERIALS HANDLING GROUP, INC.,
as the Grantor

By: 
Name: Donald Young
Title: Chief Executive Officer

[Signature Page to Short-Form IP Security Agreement - Trademarks]

MACQUARIE US TRADING LLC,
as Collateral Agent

By: 
Name: _____
Title: **Ronald Jost**
Managing Director

By: 
Name: _____
Title: Anita Chiu
Associate Director

[Signature Page to Short-Form IP Security Agreement - Trademarks]

Schedule I

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>	<u>Reg. No. App. No.</u>
LIQUISYSTEMS	USA	Hoover Group, Inc.	2376386
CAGETAINER	USA	Hoover Group, Inc.	1893904
TOTE ¹	USA	Hoover Group, Inc.	783179
WINE TOTE	USA	Hoover Group, Inc.	3036333
TOTE SYSTEMS ²	USA	Hoover Group, Inc.	757903
LIQUITOTE	USA	Hoover Materials Handling Group, Inc.	4034807
EZTOTE	USA	Hoover Materials Handling Group, Inc.	3997014

¹ Current owner seems to be Thomas Conveyor Company, which Hoover Group, Inc. assigned the entire interest and goodwill on 03/03/1988; there is a security interest dated 03/01/1988 from Thomas Conveyor Company to Hoover Group, Inc.; there is also a Right of First Refusal dated 03/14/1988 recorded from Hoover Group, Inc. to Thomas Conveyor Company. (Note that the Trademark License Agreement dated July 1, 1996 between Hoover Group, Inc. and Thomas Conveyor Company gave Hoover a license to use trademarks "Liquitote," "Tufftote," "Flexitote" and other conjugations of the word "Tote.") The above discrepancies appear to exist between the records of the U.S. Patent and Trademark Office and the schedules to previous Hoover financing documents.

² See preceding FN