

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOOVER GROUP, INC		10/21/2016	Corporation:
HOOVER MATERIALS HANDLING GROUP, INC.		10/21/2016	Corporation:
TECH OIL PRODUCTS, LLC		10/21/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BRAMBLES HOLDINGS (UK) LIMITED
Street Address:	Level 40 Gateway, 1 Macquarie Place
City:	Sydney
State/Country:	AUSTRALIA
Postal Code:	NSW 2000
Entity Type:	Limited Corporation: ENGLAND

PROPERTY NUMBERS Total: 13

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:	1821337	P
Registration Number:	4034807	LIQUITOTE
Registration Number:	3997014	EZTOTE
Registration Number:	4954061	LIQUITRAC
Serial Number:	86848729	TRACER
Registration Number:	2633387	RECYCLE THE GULF
Registration Number:	3677401	SAFESUB
Registration Number:	2326031	ENVIRO-PAK

CORRESPONDENCE DATA

Fax Number: 2124224726

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-837-6264
Email: trademarks@hugheshubbard.com
Correspondent Name: Patrice P. Jean
Address Line 1: One Battery Plaza
Address Line 2: Hughes Hubbard & Reed LLP
Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER:	020521-00004
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NAME OF SUBMITTER:	Patrice P. Jean
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SIGNATURE:	/Patrice P. Jean/
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DATE SIGNED:	10/27/2016
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Total Attachments: 5

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TRADEMARK SHORT FORM SECOND LIEN SECURITY AGREEMENT, dated as of October 21, 2016 (this “**Agreement**”), among (i) HOOVER GROUP, INC., a Delaware corporation, (ii) HOOVER MATERIALS HANDLING GROUP, INC., a Delaware corporation and (iii) TECH OIL PRODUCTS, LLC (f/k/a Tech Oil Products, Inc.), a Louisiana Limited Liability Company (each, “**Grantor**” and, collectively, the “**Grantors**”) and BRAMBLES HOLDINGS (UK) LIMITED, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement, dated as of October 21, 2016 (the “**Security Agreement**”), among HOOVER HOLDING GROUP, INC., a Delaware corporation (“**Intermediate Parent**”), HOOVER GROUP, INC., a Delaware corporation (“**Hoover**”), CATALYST AND CHEMICAL CONTAINERS, INC., a Delaware corporation (“**CCC USA**”), the other Domestic Subsidiaries of the Borrower (defined below) from time to time party thereto and the Collateral Agent and (b) the BHUK Credit Agreement, dated as of October 21, 2016 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**BHUK Credit Agreement**”), among HFG FINANCE LIMITED, a private limited company incorporated under the laws of England and Wales (the “**Borrower**”), Intermediate Parent, Hoover, CCC USA and the other Guarantors from time to time party thereto, BRAMBLES HOLDINGS (UK) LIMITED, as lender (in such capacity, the “**Lender**”), and BRAMBLES HOLDINGS (UK) LIMITED, as Collateral Agent. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the BHUK Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is a subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the BHUK Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement (including, without limitation, in the recitals hereto) 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, each Grantor, pursuant to the Security Agreement, hereby grants 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 such Grantor or in which such 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 such 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.

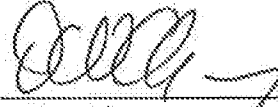
SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in 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.

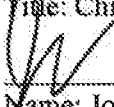
SECTION 4. Brambles Intercreditor and Subordination Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Brambles Intercreditor and Subordination Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Brambles Intercreditor and Subordination Agreement. In the event of any conflict between the terms of the Brambles Intercreditor and Subordination Agreement and the terms of this Agreement, the terms of the Brambles Intercreditor and Subordination Agreement shall govern.

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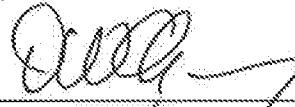
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

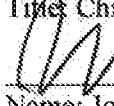
**HOOVER GROUP, INC.,
as Grantor**

By: 
Name: Donald Young
Title: Chief Executive Officer

By: 
Name: Joseph Levy
Title: Chief Financial Officer

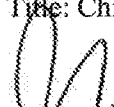
**HOOVER MATERIALS HANDLING GROUP, INC.,
as Grantor**

By: 
Name: Donald Young
Title: Chief Executive Officer

By: 
Name: Joseph Levy
Title: Chief Financial Officer

**TECH OIL PRODUCTS, LLC (f/k/a Tech Oil Products,
Inc.), as Grantor**

By: 
Name: Donald Young
Title: Chief Executive Officer

By: 
Name: Joseph Levy
Title: Chief Financial Officer

BRAMBLES HOLDINGS (UK) LIMITED,
as Collateral Agent

By: 

Name: Catherine Therese Press
Title:

By: 

Name: Harry Bernfield
Title:

[Signature Page to Trademark Second Lien Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record 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
P & design ³	USA	Hoover Group, Inc. Hoover Materials Handling Group, Inc.	1821337
LIQUITOTE	USA	Hoover Materials Handling Group, Inc.	4034807
EZTOTE	USA	Hoover Materials Handling Group, Inc.	3997014
LIQUITRAC	USA	Hoover Materials Handling Group, Inc.	4954061
TRACER	USA	Hoover Materials Handling Group, Inc.	86/848729
RECYCLE THE GULF	USA	Tech Oil Products, LLC (f/k/a Tech Oil Products, Inc.	2633387
SAFESUB	USA	Tech Oil Products, LLC (f/k/a Tech Oil Products, Inc.	3677401
ENVIRO-PAK	USA	Tech Oil Products, LLC (f/k/a Tech Oil Products, Inc.	2326031

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

³ Current owner seems to be Totes LS, LLC. However, this trademark is included in (i) an unreleased security interest granted by Hoover Group, Inc. to Nationsbank of Georgia, N.A. recorded by the U.S. Patent and Trademark Office at reel/frame 1202/0072 on 7/1/1994; and (ii) an unreleased security interest granted by Hoover Materials Handling Group, Inc. to Nationsbank of Georgia, National Association recorded by the USPTO at reel/frame 1406/0751 on 11/7/95.