

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578191

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hoover Materials Handling Group, Inc.		03/09/2020	Corporation:
Hoover Group, Inc.		03/09/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TANK HOLDING CORP.		
<b>Street Address:</b>	6940 O Street, Suite 100		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68510		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4034807	LIQUITOTE	
<b>Registration Number:</b>	3997014	EZTOTE	
<b>Registration Number:</b>	3036333	WINE TOTE	
<b>Registration Number:</b>	2376386	LIQUISYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>			
<b>Phone:</b>	9136479050		
<b>Email:</b>	trademarkowner@hoveywilliams.com		
<b>Correspondent Name:</b>	THOMAS B. LUEBBERING		
<b>Address Line 1:</b>	10801 Mastin Blvd., Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210		
<b>ATTORNEY DOCKET NUMBER:</b>	2498.00000		
<b>NAME OF SUBMITTER:</b>	Thomas B. Luebbering		
<b>SIGNATURE:</b>	/Thomas B. Luebbering/		
<b>DATE SIGNED:</b>	05/27/2020		

CH \$115.00 4034807

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “Trademark Assignment”) is made and entered into as of March 9, 2020 (“Effective Date”) by and among Hoover Materials Handling Group, Inc., a Delaware corporation (“HMHG”), Hoover Group, Inc., a Delaware Corporation (“HGI” and together with HMHG, each an “Assignor” and collectively the “Assignors”), and Tank Holding Corp., a Delaware corporation (“Assignee”).

**WHEREAS**, HMHG and Assignee are party to that certain Asset Purchase Agreement dated March 9, 2020 (the “APA”); and

**WHEREAS**, pursuant to the APA, HMHG agreed to convey, transfer, and assign (and to cause HGI to convey, transfer, and assign) to Assignee and Assignee agreed to acquire from the Assignors certain intellectual property rights of the Assignors, and the Assignors have agreed to execute and deliver this Trademark Assignment;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably sell, assign, transfer and convey to Assignee, and Assignee hereby accepts from the Assignors: (a) all of the Assignors’ right, title and interest in and to the the trademark registrations and trademark applications listed on Schedule A hereto and all issuances, extensions, and renewals thereof, together with the goodwill symbolized thereby and all rights of any kind of either Assignor accruing under any of the foregoing that are provided by the applicable law of any jurisdiction (collectively, the “Assigned Trademark Rights”); (b) the right to collect royalties, fees, income, payments and other proceeds with respect to the Assigned Trademark Rights for the period from and after the Effective Date; and (c) the right to sue for and collect damages infringement, misappropriation, dilution, misuse or violation of the Assigned Trademark Rights for the period from and after the Effective Date, in each case to have and to hold the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such Assigned Trademark Rights.

2. Recordation and Further Action. The Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. During the six (6) month period immediately following the Effective Date, upon Assignee’s request and at Assignee’s sole cost and expense, the Assignors shall execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be necessary to effect or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the APA. This Trademark Assignment is delivered in furtherance of the APA and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the APA, which shall remain in full force and effect to the full extent provided therein. Each party hereto, by its execution of this Trademark Assignment, acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the APA shall be deemed to be enlarged, modified or altered in any way by this Agreement. In

the event of any conflict between the terms of the APA and the terms of this Trademark Assignment, the terms of the APA shall prevail.

4. Miscellaneous. This Trademark Assignment, together with the APA, constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, altered, amended or changed except in writing signed by both parties hereto. This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

*[Signature page follows.]*

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

TANK HOLDING CORP.

Assignee

By:  \_\_\_\_\_

Name: Greg Wade

Title: Chief Executive Officer

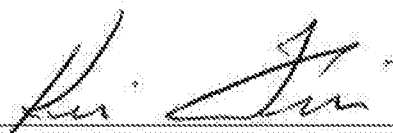
TRADEMARK

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IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**HOOVER MATERIALS HANDLING  
GROUP, INC.**

Assignor

By:  \_\_\_\_\_

Name: Kevin Friar

Title: Chief Executive Officer

**TANK HOLDING CORP.**

Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOOVER GROUP, INC.**

Assignor

By:  \_\_\_\_\_

Name: Kevin Friar

Title: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

**Schedule A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Class/es</b>
LIQUITOTE	US	85254557 3/1/2011	4034807 10/4/2011	6
EZTOTE	US	85186958 11/30/2010	3997014 7/19/2011	20
WINE TOTE	US	76583347 3/25/2004	3036333 12/27/2005	6
LIQUISYSTEMS	US	75315124 6/26/1997	2376386 8/15/2000	20