

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACQUARIE CAPITAL FUNDING, LLC		10/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HOOVER GROUP, INC.
Street Address:	2135 Highway 6 South
City:	Houston
State/Country:	TEXAS
Postal Code:	77077
Entity Type:	Corporation: DELAWARE
Name:	HOOVER MATERIALS HANDLING GROUP, INC.
Street Address:	2135 Highway 6 South
City:	Houston
State/Country:	TEXAS
Postal Code:	77077
Entity Type:	Corporation: 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: 7146686355

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.

Phone: 7146686255

Email: sunnyelee@paulhastings.com

TRADEMARK

Correspondent Name: Sunny E. Lee
Address Line 1: 695 Town Center Drive, 17th Floor
Address Line 2: PAUL HASTINGS LLP
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 97744-2 Faught

NAME OF SUBMITTER: Sunny E. Lee

SIGNATURE: /s/ Sunny E. Lee

DATE SIGNED: 10/01/2020

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of October 1, 2020 (“Effective Date”), by **MACQUARIE CAPITAL FUNDING, LLC** (“Macquarie”), as Collateral Agent for the Secured Parties and successor in interest to Macquarie US Trading, LLC (in such capacity, the “Collateral Agent”), in favor of **HOOVER GROUP, INC.**, a Delaware corporation, and **HOOVER MATERIALS HANDLING GROUP, INC.**, a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (defined below) (or if not defined therein, the Security Agreement (defined below)).

WHEREAS, reference is made to: (a) that certain Second Amended and Restated First Lien Credit Agreement dated as of April 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HFG INVESTMENTS LIMITED, a private limited company incorporated under the laws of England and Wales with company registration number 10387892 and with its registered office at Unit 2, Weybridge Business Park, Addlestone Road, Addlestone, Surrey, KT15 2UP, United Kingdom (“TopCo”), HOOVER FERGUSON GROUP HOLDINGS LIMITED, a private limited company incorporated under the laws of England and Wales with company registration number 10388074 and with its registered office at Unit 2, Weybridge Business Park, Addlestone Road, Addlestone, Surrey, KT15 2UP, United Kingdom (“Parent”) and wholly owned direct Subsidiary of TopCo, HOOVER HOLDING GROUP, INC., a Delaware corporation (“Intermediate Parent”) and wholly owned direct Subsidiary of Parent, HOOVER GROUP, INC., a Delaware corporation (the “Borrower”), the Guarantors party thereto from time to time, 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 Macquarie, as Administrative Agent and as Collateral Agent; and (b) that certain Security Agreement, dated as of April 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Topco, Parent, Intermediate Parent, Borrower, the other Grantors (as defined in the Security Agreement), and Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of January 28, 2015, by and between the Grantors and Collateral Agent, which was recorded with the United States Patent and Trademark Office on January 28, 2015, at Reel 5448, Frame 0334 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), the Grantors granted to Collateral Agent a security interest in all of the Grantors’ right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Collateral Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby covenants and agrees as follows:

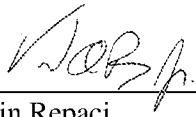
1. Without representation or warranty of any kind or nature, Collateral Agent hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to each Grantor all right, title, and interest of Collateral Agent in the Trademark Collateral pursuant to the Trademark Security Agreement.

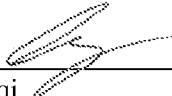
2. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at each Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent

By: 
Name: Vin Repaci
Title: Authorized Signatory

By: 
Name: Ayesha Farooqi
Title: Authorized Signatory

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

<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

Trademark Applications:

None.