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ETAS ID: TM609443

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Grant of a second lien security interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tech Oil Products, Inc.		10/01/2020	Corporation: LOUISIANA
Hoover Materials Handling Group, Inc.		10/01/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Turning Rock Fund I-IX LLC		
Street Address:	ddress: 400 Park Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code: 10022			
Entity Type: Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 4

	Property Type	Number	Word Mark	
Re	gistration Number:	2326031	ENVIRO-PAK	
Re	gistration Number:	2633387	RECYCLE THE GULF	
Re	gistration Number:	4954061	LIQUITRAC	
Re	gistration Number:	5093108	TRACER	

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street N.W.

Address Line 2: Akin Gump Strauss Hauer & Feld LLP

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	11/18/2020

Total Attachments: 4

TRADEMARK
REEL: 007109 FRAME: 0277

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TRADEMARK REEL: 007109 FRAME: 0278

GRANT OF A SECOND LIEN SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 1, 2020, by Tech Oil Products, Inc. and Hoover Materials Handling Group, Inc. (together, "Grantor"), in favor of Turning Rock Fund I-IX LLC a Delaware limited liability company, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

TRADEMARK
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TRADEMARK REEL: 007109 FRAME: 0280 IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANIORS:

TECH OIL PRODUCTS, INC.

By:

Name: Troy Carson Title: Director

HOOVER MATERIALS HANDLING GROUP,

INC.

By:

Name: Troy Carson

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARKS

			Application or		Registration
Company	Country	<u>Trademark</u>	Registration No.	Filing Date	<u>Date</u>
Tech Oil Products, Inc.	USA	ENVIRO-PAK	2,326,031	Jan. 25, 1999	Mar. 07, 2000
Tech Oil Products, Inc.	USA	RECYCLE THE GULF	2,633,387	Jun. 25, 2001	Oct. 08, 2002
Hoover Materials	USA	LIQUITRAC	4954061	Apr. 10, 2015	05/10/2016
Handling Group, Inc.					
Hoover Materials	USA	TRACER	5093108	Dec. 14,2015	11/29/2016
Handling Group, Inc.					

TRADEMARK REEL: 007109 FRAME: 0282

RECORDED: 11/18/2020