

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOOVER MATERIALS HANDLING GROUP, INC.		11/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RIVERSTONE CREDIT MANAGEMENT LLC		
Street Address:	712 FIFTH AVENUE		
Internal Address:	36TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4954061	LIQUITRAC	
Registration Number:	5093108	TRACER	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	002165/0022		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	12/02/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 30, 2022, by Hoover Materials Handling Group, Inc., a Delaware corporation ("Grantor"), in favor of Riverstone Credit Management LLC, 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 November 30, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee;

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 and to certain collateral, including, among other property, the Trademarks (as defined in the Security Agreement), together with, among other things, the goodwill of the business symbolized by the Trademarks, including all 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 (collectively, but excluding any Excluded Property, the "Trademark Collateral"), as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and collaterally assign to the Grantee (and its agents and designees) and grant to the Grantee (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto, as collateral security for the payment, performance and observance of all 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

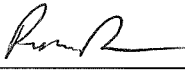
This Trademark Security Agreement (unless expressly provided to the contrary in another Loan Document in respect of such other Loan Document) shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York.

This Trademark Security 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.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer (or any equivalent in the Netherlands) thereunto duly authorized as of the date first set forth above.

**HOOVER MATERIALS HANDLING GROUP,
INC.**

By:  _____

Name: Preston Davis


Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007915 FRAME: 0289**

ACKNOWLEDGED AND AGREED:

RIVERSTONE CREDIT MANAGEMENT LLC, as
Collateral Agent

By:  _____

Name: Daniel Flannery

Title: Managing Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND APPLICATIONS:

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Hoover Materials Handling Group, Inc. DBA Hoover Container Solutions	USA	LIQUITRAC	4954061	Apr. 10, 2015	05/10/2016
Hoover Materials Handling Group, Inc. DBA Hoover Container Solutions	USA	TRACER	5093108	Dec. 14, 2015	11/29/2016