


MAIL STOP ASSIGNMENTS

Keep within borders

ONLY PATENTS & PAT. APPLNS.		PAT. APPLNS. & PATENTS ONLY	
To the Commissioner for Patents, Mail Stop Assignment Branch, P.O. Box 1450, Alexandria, VA 22313-1450			
SIR: Please record the attached original document or copy thereof on which the particulars are:			
1. Name of conveying party(ies) (assignor(s)): Hoover Group, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
2. Name and Address of Party(ies) receiving an interest (assignee(s)): Address: THE CIT GROUP/BUSINESS CREDIT, INC. 900 Ashwood Parkway, Suite 610, Atlanta, GA 30338 Country: United States Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
3. Nature of Conveyance: <input type="checkbox"/> Assignment Execution Date(s): 01/25/05 <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Verified Translation <input checked="" type="checkbox"/> OTHER: Security Interest			
4. Execution date(s) on the Declaration if filed herewith: N/A			
4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no			
A. Patent Application No(s). (series code/serial number)		B. Patent No(s). See Schedule IIA	
5. Name and address of party to whom correspondence concerning document should be mailed: J. Michael Martinez de Andino, Esq. HUNTON & WILLIAMS LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219-4074 (804) 788-7216 telephone (804) 343-4549 facsimile		6. Number involved: Applns <u> </u> + Pats <u>24</u> = Total <u>24</u> 7. Please charge the amount of \$960.00 fee to Deposit Account No. 08-3436. 8. If above fee is an inadequate charge, the insufficiency to be charged to Deposit Account Number 08-3436 (duplicate sheet not required.)	
5.5 Atty. Dkt. 64534.000014			
DO NOT USE THIS SPACE			
9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.			
 Signature		10. Total number of pages including this cover sheet (Do NOT file dup. cover sheet)	
Attorney: David E. Baker, Esq. Reg. No. 42,285 Tel: (804) 788-8762 Fax: (804) 343-4598		<div style="border: 1px solid black; padding: 5px; display: inline-block;">13</div>	
Date: April 27, 2005			

CH \$960.00 083436 4648621

SCHEDULE IIA**PATENTS****Hoover Group, Inc., Owner:**

Patent No.	Title
4648521	Composite Metal and Plastic Tank
4785958	Tank with Sloped Bottom
4785965	Apparatus for Storing Pressurized Materials
4785966	Slide Gate Assembly
4840284	Sloped Bottom Tank
4805883	Box Spring Assembly with a Grid Structure Formed of Both Basic and Spring Wire
4921126	Liquid Supply System Utilizing Stacked Tanks
4928922	Butterfly Discharge Valve Assembly for a Liquid Bulk Container
4932551	Composite Tank Assembly
5002194	Fold Up Wire Frame Containing a Plastic Bottle
5156294	Foldable Box with Internal Bag
5282546	Composite Above Ground Liquid Storage Vault
5564599	Foldable Shipping Container
5595318	Composite Container with Improved Outer Shell
5746343	Flexible Bag for Liquids Mounted on a Frame
5836472	All Poly Container with Separable Tank and Pallet Member
6357365	Intermediate Bulk Container Lifting Rack
D298450	Tank
D300074	Combined Pallet and Containers Therefor
D305353	Tank
D319286	Corrugated Valve Guard
D320255	Portable Bulk Storage Tank
D322502	Drum
D414333	Foldable Shipping Container

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of January 25, 2005, by **HOOVER GROUP, INC.**, a Delaware corporation and **HOOVER MATERIALS HANDLING GROUP, INC.**, a Delaware corporation (collectively, the "Grantors", and each, individually, a "Grantor") in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantors ("Borrowers"), the Persons signatory thereto as Guarantors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Borrowers; and

WHEREAS, Agent and Lenders are willing to make Revolving Credit Loans, Term Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL**. Each Grantor hereby grants to Agent, for itself and the ratable benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent and Trademark Collateral"):

(a) all of their respective trademarks (the "Trademarks") and trademark licenses (the "Trademark Licenses") to which each is a party including those referred to on Schedule I hereto;

(b) all of their respective patents (the "Patents"), patent licenses (the "Patent Licenses"), and patent applications (the "Patent Applications") to which each is a party including those referred to on Schedule II hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, and each Patent Application; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or Trademark licensed under any Trademark License, (ii) infringement or dilution of any Patent or Patent licensed under any Patent License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, or (iv) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License.

3. **RIGHTS AND REMEDIES.** The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if any Grantor fails to perform any agreement or to meet any of the obligations to the Agent hereunder, in addition to any and all other rights and remedies that Agent may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of each Grantor in and to the Patent and Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee, and each Grantor hereby irrevocably constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of each Grantor and in the name of each Grantor or Agent's own name or the name of Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignments attached hereto as Exhibit A and Exhibit B and incorporated hereby by reference (the "Assignments") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignments; (ii) to collect proceeds from the Patents and Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on Schedule I or Schedule II to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule I or Schedule II, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of each Grantor to Agent, due and payable immediately, without demand.

IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOOVER GROUP, INC.

By: *Ernest Mathia*
Name: Ernest Mathia
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA) ss
COUNTY OF ~~FULTON~~)
Cobb

On this 25th day of January, 2005 before me personally appeared Ernest Mathia, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hoover Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melody Cooley
NOTARY PUBLIC
Cobb County, Georgia
Exp. 05/27/08

Melody Cooley
Notary Public

HOOVER MATERIALS HANDLING GROUP, INC.

By: *Ernest Mathia*
Name: Ernest Mathia
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA) ss
COUNTY OF ~~FULTON~~)
Cobb

On this 25th day of January, 2005 before me personally appeared Ernest Mathia, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hoover Materials Handling Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melody Cooley
(SEAL)
NOTARY PUBLIC
Cobb County, Georgia
Exp. 05/27/08

Melody Cooley
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

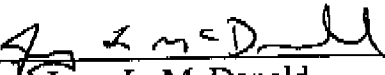
By: 
Name: Jerry L. McDonald
Title: Vice President

EXHIBIT B**COLLATERAL ASSIGNMENT OF PATENTS AND GOODWILL**

THIS ASSIGNMENT dated the ____ day of _____, 20__ from **HOOVER GROUP, INC.**, a Delaware corporation, and **HOOVER MATERIALS HANDLING GROUP, INC.**, a Delaware corporation (the "Assignors"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignor is the owner of, has rights to use or is the licensee of certain U.S. patents and patent licenses and the registrations and applications to register therefor listed in Schedule II hereto ("Patents"); and

WHEREAS, Assignee desires to obtain for the Lenders all of each Assignor's right, title and interest in all such Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of such Assignor in and to the Patents, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Patents. Each Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Patents, under separate agreement.

[SIGNATURE PAGE FOLLOWS]

Each Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

HOOVER GROUP, INC.

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

HOOVER MATERIALS HANDLING GROUP,
INC.

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

SCHEDULE I
TRADEMARKS

Owner:	
<u>Hoover Group, Inc.</u>	<u>Registration No.</u>
LIQUISYSTEMS	2376386
CAGETAINER	0193904
JULIAR	1532650
TOTE SYSTEMS	757903
FIBERVAULT	1897951
ULTRASPHERICS	1534965
LIQUITOTE	1531614
TOTE	783179
SUREBLEND	2851154
WINE TOTE	76583347 (Application No.)

Trademark License Agreement dated July 1, 1996 between Hoover Group, Inc. and Thomas Conveyor Company giving Hoover a license to use trademarks "Liquitote," "Tufftote," "Flexitote" and other conjugations of the word "Tote."

Owner:	
<u>Hoover Materials Handling Group, Inc.</u>	<u>Registration No.</u>
SUREFLOW	2772039
CLOSED LOOP	2025804
CLOSED LOOP PACKAGING	2005585
CHEMSORT	76/142640 (Application No.)
SURELOCK	2784591
SURESYSTEMS	2753529
SUREDRAIN	2553778
ENDURAL	76/453,539 (Application No.)
ITRAM	2,831,161

FOREIGN TRADEMARKS

Industrial Packaging Systems, Pty. Ltd. (Australia), Owner:

APR (All-Poly-Reusable) – No. 919518
Liquitote – No. 919520

SCHEDULE II**PATENT REGISTRATIONS****Hoover Group, Inc., Owner:**

Foldable Shipping Container-D414333
All Poly Container With Separable Tank And Pallet Members-5836472
Flexible Bag For Liquids Mounted On A Frame-5746343
Composite Container With Improved Outer Shell-5595318
Foldable Shipping Container-5564599
Composite Above Ground Liquid Storage Vault-5282546
Foldable Box With Internal Bag-5156294
Drum-D322502
Portable Bulk Storage Tank-D320255
Corrugated Valve Guard-D319286
Fold Up Wire Frame Containing A Plastic Bottle-5002194
Composite Tank Assembly-4932551
Butterfly Discharge Valve Assembly For A Liquid Bulk Container-4928922
Liquid Supply System Utilizing Stacked Tanks-4921126
Tank-D305353
Combined Pallet And Containers Therefor-D300074
Box Spring Assembly With A Grid Structure Formed Of Both Basic And Spring Wire-4805883
Apparatus For Storing Pressurized Materials-4785965
Tank With Sloped Bottom-4785958
Slide Gate Assembly-4785966
Tank-D298,450
Composite Metal And Plastic Tank-4,648,521
Air Logic Controller And Metering Pump Unit For An Apparatus For Transferring, Pumping
And Metering Liquid Chemicals-4,475,665
Sloped Bottom Tank-4,840,284
Intermediate Bulk Container Lifting Rack- 6,357,365
Sloping Container Bottom With Drain - 6,079,587

Hoover Materials Handling Group, Inc., Owner:

Blow Molding Appurtenances to a Container - 6,746,560
Engine Case-D432787; 29/106,846
Engine Case-D430395
Bulk Container-D418196
Bulk Packaging Container-6,244,459
Engine Case With Removable Insert-D440,042
Engine Case With Removable Insert-D439,514
SUREDRAIN Container Bottom (Sloping Container Bottom with Drain)-09/232407; 6,079,587
Clamping Ring With Removable Handle-09/112736; 6,007,120
Transportation Case - Serial No. 10/098,801 (initial application rejected; have requested
continued examination)

Transportation Case - Serial No. 10/098,801 (initial application rejected; have requested continued examination)

FOREIGN PATENTS

Hoover Group, Inc., Owner:

Bulk Container (Argentina) – 66.832
Bulk Container (Brazil) – DI901333-8
Bulk Container (Canada) – 90450
Bulk Container (Chile) – 1487-99
Bulk Container (Japan) - 1101692
Bulk Container (Mexico) – 12161
Bulk Container (Taiwan) – ND-071102
Bulk Container (Venezuela) – Pending
Engine Case (Canada) – 199-3076
Engine Case (Mexico) – 991482
Liquid Transport Drum with Removable Liner (Japan)
Foldable Shipping Container (Argentina) – 66.580
Foldable Shipping Container (Chile) – 3.597
Foldable Shipping Container (Japan) – 2834509
Flexible Bag For Liquids Mounted On A Frame (Japan) – Pending

Hoover Materials Handling Group, Inc., Owner:

Foldable Shipping Container (Australia) – 139898
Container Bottom (Brazil)- PI0000070-1 – application pending
Container Bottom (Malaysia) – PI 20000104 – application pending
Engine Case And Removable Insert Therefor – 93123 (Canada)
Transportation Case (Engine Case) (Mexico) – 2002/010165 – pending
Engine Case (Mexico) – 991480- pending

EXHIBIT A**COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL**

THIS ASSIGNMENT dated the ____ day of _____, 20__ from **HOOVER GROUP, INC.**, a Delaware corporation, and **HOOVER MATERIALS HANDLING GROUP, INC.**, a Delaware corporation (the "Assignors"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignors are [either the owner or the licensee] of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain for the Lenders all of each Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of such Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. Each Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Trademarks, under separate agreement.

[SIGNATURE PAGE FOLLOWS]

Each Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

HOOVER GROUP, INC.

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

HOOVER MATERIALS HANDLING GROUP,
INC.

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____