

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Patent and Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
Hoover Group, Inc.	09/08/2006
Hoover Materials Handling Group, Inc.	09/08/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	The CIT Group/Business Credit, Inc.
<b>Street Address:</b>	900 Ashwood Parkway
<b>Internal Address:</b>	Suite 610
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30338

**PROPERTY NUMBERS Total: 38**

Property Type	Number
Patent Number:	D414333
Patent Number:	5836472
Patent Number:	5595318
Patent Number:	5564599
Patent Number:	5282546
Patent Number:	5156294
Patent Number:	D322502
Patent Number:	D320255
Patent Number:	D319286
Patent Number:	5002194
Patent Number:	4932551
Patent Number:	4928922
Patent Number:	4921126

**CH \$1520.00 D414333**

Patent Number:	D305353
Patent Number:	D300074
Patent Number:	4805883
Patent Number:	4785965
Patent Number:	4785958
Patent Number:	4785966
Patent Number:	D298450
Patent Number:	4648521
Patent Number:	4475665
Patent Number:	4840284
Patent Number:	6357365
Patent Number:	6079587
Patent Number:	6746560
Patent Number:	D432787
Patent Number:	D430395
Patent Number:	D418196
Patent Number:	6244459
Patent Number:	D440042
Patent Number:	D439514
Patent Number:	6007120
Application Number:	29106846
Application Number:	09232407
Application Number:	09112736
Application Number:	10098801
Application Number:	11332580

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-833-9848  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 80 State Street  
Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
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**Total Attachments: 12**

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**AMENDED AND RESTATED**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Restated Patent and Trademark Security Agreement"), dated as of September 8, 2006, is made and delivered 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 (the "Agent"), for itself and the lenders from time to time signatory to the Loan Agreement as hereinafter defined (the "Lenders").

**WITNESSETH:**

**WHEREAS**, the Grantors, Hoover Investments, Inc., as guarantor (the "Guarantor"), the Agent and the Lenders have entered into that certain Loan and Security Agreement, dated as of January 25, 2005 (the "Original Loan Agreement") pursuant to which the Lenders have made loans and incurred letter of credit obligations for the benefit of Grantors;

**WHEREAS**, pursuant to the Original Loan Agreement, the Grantors made and delivered to the Agent, for the benefit of itself and the Lenders, a Patent and Trademark Security Agreement dated as of January 25, 2005 (the "Original Patent and Trademark Security Agreement"), in respect of the Patent and Trademark Collateral (as defined therein) as security interests granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Original Loan Agreement;

**WHEREAS**, pursuant to that certain First Amended and Restated Loan and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of even date herewith, by and among the Grantors, the Guarantor, the Agent, and the Lenders, the Agent and the Lenders have agreed to make certain amendments to and modifications of the Original Loan Agreement, as reflected in the Loan Agreement; and

**WHEREAS**, one of the conditions to the execution, delivery and performance of the Loan Agreement is the execution and delivery by Grantors of this Restated Pledge 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,

Restated Patent and Trademark Security Agreement

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 (iii) 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 Restated 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 that the Loan Agreement grants to the Agent a security interest in and Lien upon in the assets of each Grantor associated with the business conducted under the Trademarks. 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. In the event of any conflict between this Restated Patent and Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

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

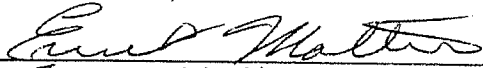
power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of each Grantor and in the name of each Grantor or Agent's own name or the name of Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to 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.

[Signature Page Follows]

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

GRANTORS:

**HOOVER GROUP, INC.**

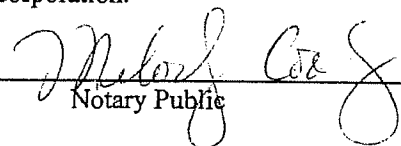
By:   
Name: Ernest Mathia  
Title: President

**ACKNOWLEDGMENT OF GRANTOR**

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

On this 6<sup>th</sup> day of September, 2006 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.

{SEAL}

  
Notary Public

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

[Signature Page - Restated Patent and Trademark Security Agreement]

GRANTORS (continued):

**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 6<sup>th</sup> day of September, 2006 before me personally appeared Ernest Mathia who 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.

{SEAL}

*Melody Cooley*  
Notary Public

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

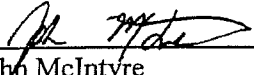
[Signature Page - Restated Patent and Trademark Security Agreement]

**PATENT**  
**REEL: 018375 FRAME: 0644**



**ACCEPTED AND ACKNOWLEDGED BY:**

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

By:   
Name: John McIntyre  
Title: Vice President

[Signature Page - Restated Patent and Trademark Security Agreement]

**PATENT  
REEL: 018375 FRAME: 0645**

**SCHEDULE II**  
to  
**RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

Hoover Group, Inc.

Foldable Shipping Container-D414333  
All Poly Container With Separable Tank And Pallet Members-5836472  
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.

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

**Restated Patent and Trademark Security Agreement**

**PATENT**  
**REEL: 018375 FRAME: 0646**

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

Thermal Trip Stop Valve – app. pending – 11/332,580

## FOREIGN PATENTS

### Hoover Group, Inc.

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) - 3387515  
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.

Foldable Shipping Container (Australia) – 139898  
Container Bottom (Brazil)- PI0000070-1 – application pending  
Container Bottom – SureDrain (Malaysia) – PI 20000104 – application pending  
Engine Case And Removable Insert Therefor – 93123 (Canada)  
Transportation Case (Engine Case) (Mexico) – 2002/010165 – initial application rejected; have requested continued examination  
Engine Case (Mexico) – 991480- initial application rejected; appeal pending  
Transportation Case (Canada) – application pending  
Thermal Trip Stop Valve (Argentina) – application pending  
Thermal Trip Stop Valve (Australia) – application pending  
Thermal Trip Stop Valve (Brazil) – application pending  
Thermal Trip Stop Valve (Canada) – application pending  
Thermal Trip Stop Valve (France) – application pending  
Thermal Trip Stop Valve (Germany) – application pending  
Thermal Trip Stop Valve (Japan) – application pending  
Thermal Trip Stop Valve (Korea) – application pending  
Thermal Trip Stop Valve (Mexico) – application pending  
Thermal Trip Stop Valve (Taiwan) – application pending

Restated Patent and Trademark Security Agreement

**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.

ASSIGNORS:

**HOOVER GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOOVER MATERIALS HANDLING GROUP,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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.

ASSIGNORS:

**HOOVER GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOOVER MATERIALS HANDLING GROUP,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Restated Patent and Trademark Security Agreement