

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3201466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HOOVER GROUP, INC.	01/28/2015
HOOVER MATERIALS HANDLING GROUP, INC.	01/28/2015
RECEIVING PARTY DATA	
Name:	MACQUARIE US TRADING LLC, AS COLLATERAL AGENT
Street Address:	C/O CORTLAND CAPITAL MARKET SERVICES LLC, 225 WEST WASHINGTON STREET, 21ST FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8695854
Patent Number:	8074828
Patent Number:	6244459
Patent Number:	6079587
Patent Number:	6007120
Patent Number:	6035776
Patent Number:	6152027
Application Number:	29313506
Patent Number:	5836472
CORRESPONDENCE DATA	
Fax Number:	(212)303-7064
<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:	212.318.6824
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Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP
Address Line 1:	75 EAST 55TH STREET
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	78598.00012

NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	01/28/2015
Total Attachments: 5 source=Hoover - Patent Short Form IP Security Agreement(113424827_1)#page1.tif source=Hoover - Patent Short Form IP Security Agreement(113424827_1)#page2.tif source=Hoover - Patent Short Form IP Security Agreement(113424827_1)#page3.tif source=Hoover - Patent Short Form IP Security Agreement(113424827_1)#page4.tif source=Hoover - Patent Short Form IP Security Agreement(113424827_1)#page5.tif	

PATENT SHORT FORM SECURITY AGREEMENT dated as of January 28, 2015 (this “**Agreement**”), among HOOVER GROUP, INC., a Delaware corporation (“**Hoover**”), HOOVER MATERIALS HANDLING GROUP, INC. (“**HMHG**”; each Hoover and HMHG, individually, a “**Grantor**” and collectively, the “**Grantors**”) and MACQUARIE US TRADING, LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of January 28, 2015 (the “**Security Agreement**”), among HOOVER HOLDING GROUP, INC., a Delaware corporation (“**Parent**”), HOOVER MERGER SUB, INC. a Delaware corporation (the “**Merger Sub**”, to be merged with and into HOOVER GROUP, INC., a Delaware corporation, the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of dated as of January 28, 2015 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Merger Sub, the Parent, the other Guarantors from time to time party thereto MACQUARIE US TRADING LLC, as Administrative Agent and Collateral Agent, 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 the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantors, pursuant to the Security Agreement, hereby assign and pledge to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOOVER GROUP, INC.,
as the Grantor


By: 
Name: Donald Young
Title: Chief Executive Officer

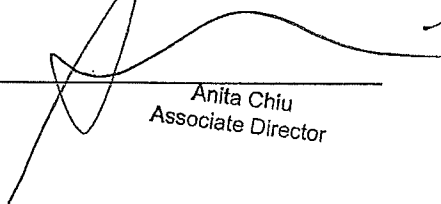
HOOVER MATERIALS HANDLING GROUP, INC.,
as the Grantor

By: 
Name: Donald Young
Title: Chief Executive Officer

[Signature Page to Short-Form IP Security Agreement - Patents]

MACQUARIE US TRADING LLC,
as Collateral Agent

By: 
Name: **Ronald Jost**
Title: **Managing Director**

By: 
Name: **Anita Chiu**
Title: **Associate Director**

[Signature Page to Short-Form IP Security Agreement - Patents]

Schedule I

United States Patents and Pending Patent Applications

<u>Patent</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No. App. No.</u>
Mudskip Technology	USA	Hoover Group, Inc.	Pending
Bulk Container with Sweep Elbow	USA	Hoover Materials Handling Group, Inc.	8,695,854
Bulk Container Corner Sling Adapter	USA	Hoover Materials Handling Group, Inc.	8,074,828
Bulk Packaging Container	USA	Hoover Materials Handling Group, Inc.	6,244,459
SUREDRAIN Container Bottom (Sloping Container Bottom with Drain)	USA	Hoover Materials Handling Group, Inc.	6,079,587; 09/232407
Clamping Ring With Removable Handle	USA	Hoover Materials Handling Group, Inc.	6,007,120; 09/112736
Novel Combination Compactor	USA	Hoover Materials Handling Group, Inc.	6035776; 09046063
Refuse and Grinding System	USA	Hoover Materials Handling Group, Inc.	6152027; 09416298
Integrated Coupling For Lifting	USA	Hoover Materials Handling Group, Inc.	D598624; 29313506
All poly container with separable tank and pallet members	USA	Hoover Group, Inc.	5836472