

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403521

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|----------------------------|
| HOOVER GROUP, INC | | 10/21/2016 | Corporation: |
| HOOVER MATERIALS HANDLING GROUP, INC. | | 10/21/2016 | Corporation: |
| TECH OIL PRODUCTS, LLC | | 10/21/2016 | Limited Liability Company: |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | BRAMBLES HOLDINGS (UK) LIMITED |
| Street Address: | Level 40 Gateway, 1 Macquarie Place |
| City: | Sydney |
| State/Country: | AUSTRALIA |
| Postal Code: | NSW 2000 |
| Entity Type: | Limited Corporation: ENGLAND |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 2376386 | LIQUISYSTEMS |
| Registration Number: | 1893904 | CAGETAINER |
| Registration Number: | 0783179 | TOTE |
| Registration Number: | 3036333 | WINE TOTE |
| Registration Number: | 0757903 | TOTE SYSTEMS |
| Registration Number: | 1821337 | P |
| Registration Number: | 4034807 | LIQUITOTE |
| Registration Number: | 3997014 | EZTOTE |
| Registration Number: | 4954061 | LIQUITRAC |
| Serial Number: | 86848729 | TRACER |
| Registration Number: | 2633387 | RECYCLE THE GULF |
| Registration Number: | 3677401 | SAFESUB |
| Registration Number: | 2326031 | ENVIRO-PAK |

CORRESPONDENCE DATA

Fax Number: 2124224726

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-837-6264
Email: trademarks@hugheshubbard.com
Correspondent Name: Patrice P. Jean
Address Line 1: One Battery Plaza
Address Line 2: Hughes Hubbard & Reed LLP
Address Line 4: New York, NEW YORK 10004-1482

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 020521-00004 |
|--------------------------------|--------------|

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Patrice P. Jean |
|---------------------------|-----------------|

| | |
|-------------------|-------------------|
| SIGNATURE: | /Patrice P. Jean/ |
|-------------------|-------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 10/27/2016 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SHORT FORM SECOND LIEN SECURITY AGREEMENT, dated as of October 21, 2016 (this “**Agreement**”), among (i) HOOVER GROUP, INC., a Delaware corporation, (ii) HOOVER MATERIALS HANDLING GROUP, INC., a Delaware corporation and (iii) TECH OIL PRODUCTS, LLC (f/k/a Tech Oil Products, Inc.), a Louisiana Limited Liability Company (each, “**Grantor**” and, collectively, the “**Grantors**”) and BRAMBLES HOLDINGS (UK) LIMITED, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Security Agreement, dated as of October 21, 2016 (the “**Security Agreement**”), among HOOVER HOLDING GROUP, INC., a Delaware corporation (“**Intermediate Parent**”), HOOVER GROUP, INC., a Delaware corporation (“**Hoover**”), CATALYST AND CHEMICAL CONTAINERS, INC., a Delaware corporation (“**CCC USA**”), the other Domestic Subsidiaries of the Borrower (defined below) from time to time party thereto and the Collateral Agent and (b) the BHUK Credit Agreement, dated as of October 21, 2016 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**BHUK Credit Agreement**”), among HFG FINANCE LIMITED, a private limited company incorporated under the laws of England and Wales (the “**Borrower**”), Intermediate Parent, Hoover, CCC USA and the other Guarantors from time to time party thereto, BRAMBLES HOLDINGS (UK) LIMITED, as lender (in such capacity, the “**Lender**”), and BRAMBLES HOLDINGS (UK) LIMITED, as Collateral Agent. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the BHUK Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is a subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the BHUK Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement (including, without limitation, in the recitals hereto) 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, each Grantor, pursuant to the Security Agreement, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by such Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

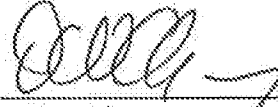
SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in 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 Trademark 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.

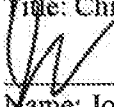
SECTION 4. Brambles Intercreditor and Subordination Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Brambles Intercreditor and Subordination Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Brambles Intercreditor and Subordination Agreement. In the event of any conflict between the terms of the Brambles Intercreditor and Subordination Agreement and the terms of this Agreement, the terms of the Brambles Intercreditor and Subordination Agreement shall govern.

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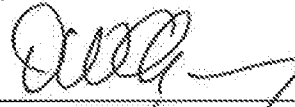
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

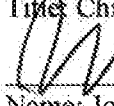
**HOOVER GROUP, INC.,
as Grantor**

By: 
Name: Donald Young
Title: Chief Executive Officer

By: 
Name: Joseph Levy
Title: Chief Financial Officer

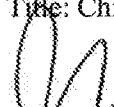
**HOOVER MATERIALS HANDLING GROUP, INC.,
as Grantor**

By: 
Name: Donald Young
Title: Chief Executive Officer

By: 
Name: Joseph Levy
Title: Chief Financial Officer

**TECH OIL PRODUCTS, LLC (f/k/a Tech Oil Products,
Inc.), as Grantor**

By: 
Name: Donald Young
Title: Chief Executive Officer

By: 
Name: Joseph Levy
Title: Chief Financial Officer

BRAMBLES HOLDINGS (UK) LIMITED,
as Collateral Agent

By: 

Name: Catherine Therese Press
Title:

By: 

Name: Harry Bernfield
Title:

Schedule I

United States Trademarks and Trademark Applications

| <u>Mark</u> | <u>Country</u> | <u>Record Owner</u> | <u>Reg. No. App. No.</u> |
|---------------------------|----------------|---|------------------------------|
| LIQUISYSTEMS | USA | Hoover Group, Inc. | 2376386 |
| CAGETAINER | USA | Hoover Group, Inc. | 1893904 |
| TOTE ¹ | USA | Hoover Group, Inc. | 783179 |
| WINE TOTE | USA | Hoover Group, Inc. | 3036333 |
| TOTE SYSTEMS ² | USA | Hoover Group, Inc. | 757903 |
| P & design ³ | USA | Hoover Group, Inc. Hoover Materials Handling Group, Inc. | 1821337 |
| LIQUITOTE | USA | Hoover Materials Handling Group, Inc. | 4034807 |
| EZTOTE | USA | Hoover Materials Handling Group, Inc. | 3997014 |
| LIQUITRAC | USA | Hoover Materials Handling Group, Inc. | 4954061 |
| TRACER | USA | Hoover Materials Handling Group, Inc. | 86/848729 |
| RECYCLE THE GULF | USA | Tech Oil Products, LLC (f/k/a Tech Oil Products, Inc. | 2633387 |
| SAFESUB | USA | Tech Oil Products, LLC (f/k/a Tech Oil Products, Inc. | 3677401 |
| ENVIRO-PAK | USA | Tech Oil Products, LLC (f/k/a Tech Oil Products, Inc. | 2326031 |

¹ Current owner seems to be Thomas Conveyor Company, which Hoover Group, Inc. assigned the entire interest and goodwill on 03/03/1988; there is a security interest dated 03/01/1988 from Thomas Conveyor Company to Hoover Group, Inc.; there is also a Right of First Refusal dated 03/14/1988 recorded from Hoover Group, Inc. to Thomas Conveyor Company. (Note that the Trademark License Agreement dated July 1, 1996 between Hoover Group, Inc. and Thomas Conveyor Company gave Hoover a license to use trademarks "Liquitote," "Tufftote," "Flexitote" and other conjugations of the word "Tote.") The above discrepancies appear to exist between the records of the U.S. Patent and Trademark Office and the schedules to previous Hoover financing documents.

² See preceding FN

³ Current owner seems to be Totes LS, LLC. However, this trademark is included in (i) an unreleased security interest granted by Hoover Group, Inc. to Nationsbank of Georgia, N.A. recorded by the U.S. Patent and Trademark Office at reel/frame 1202/0072 on 7/1/1994; and (ii) an unreleased security interest granted by Hoover Materials Handling Group, Inc. to Nationsbank of Georgia, National Association recorded by the USPTO at reel/frame 1406/0751 on 11/7/95.