

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PODS Enterprises, Inc.		12/19/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Silver Point Finance, LLC, as Collateral Agent
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78485223	PODS
Serial Number:	75587426	PODS
Serial Number:	78876297	PODS PORTABLE ON DEMAND STORAGE
Serial Number:	78876314	PODS PORTABLE ON DEMAND STORAGE
Serial Number:	78388168	PODZILLA
Serial Number:	78574878	PORTABLE ON DEMAND STORAGE
Serial Number:	77337567	PODS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins LLP  
 Address Line 1: 650 Town Center Drive  
 Address Line 2: Suite 2000  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$190.00 78485223

ATTORNEY DOCKET NUMBER:	038271-0011
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/20/2007

Total Attachments: 12  
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement, dated as of December 19, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of PODS HOLDING, INC., PODS ENTERPRISES, INC. and the other subsidiaries of PODS Holding, Inc., from time to time parties hereto (collectively, "Grantors") and SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of December 19, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Transaction Documents, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

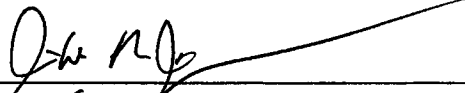
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**PODS HOLDING, INC.,**  
a Delaware corporation

By:   
Name: J.W. Rankin TRM  
Title: PRESIDENT & CEO

**PODS ENTERPRISES, INC.,**  
a Florida corporation

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

**PODS, INC.,**  
a Florida corporation

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

**PODS CANADA, INC.,**  
a Florida corporation

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


[TRADEMARK SECURITY AGREEMENT]

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


**PODS HOLDING, INC.,**  
a Delaware corporation

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


**PODS ENTERPRISES, INC.,**  
a Florida corporation

By:                       
Name:  
Title: **Aaron B. Parker**  
**SR. V.P. / General Counsel**

**PODS, INC.,**  
a Florida corporation

By:                       
Name:  
Title: **Aaron B. Parker**  
**SR. V.P. / General Counsel**

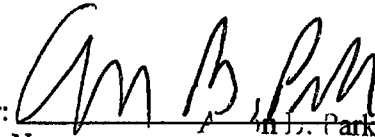
**PODS CANADA, INC.,**  
a Florida corporation

By:                       
Name:  
Title: **Aaron B. Parker**  
**SR. V.P. / General Counsel**

[TRADEMARK SECURITY AGREEMENT]

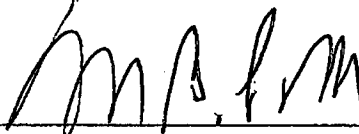
**PODS MANUFACTURING, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: Aaron B. Parker  
Title: SR. V.P. / General Counsel

**PODS OF NEW YORK, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

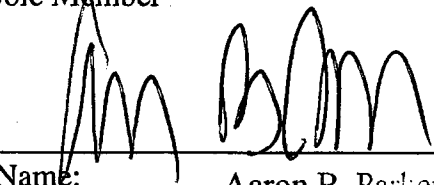
By:   
Name: Aaron B. Parker  
Title: SR. V.P. / General Counsel

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003683 FRAME: 0168**

**PODS OF CHICAGO, LLC,**  
a Florida limited liability company

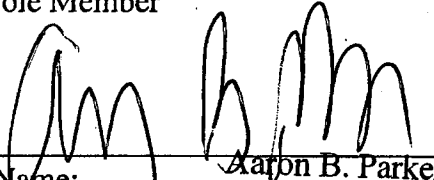
By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: Aaron B. Parker  
Title: SR. V.P. / General Counsel

Title:

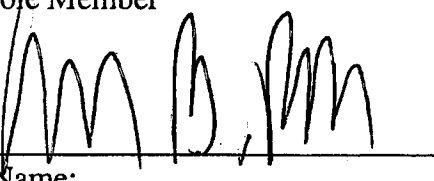
**PODS OF FT. LAUDERDALE, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: Aaron B. Parker  
Title: SR. V.P. / General Counsel

**PODS OF LOS ANGELES, LLC,**  
a Florida limited liability company

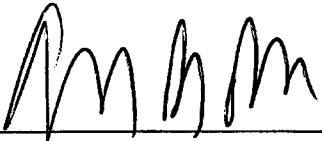
By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: Aaron B. Parker  
Title: SR. V.P. / General Counsel



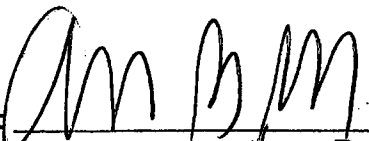
**PODS OF MISSISSIPPI, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

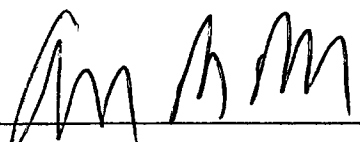
**PODS OF PORTLAND, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

**PODS OF SAN DIEGO, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

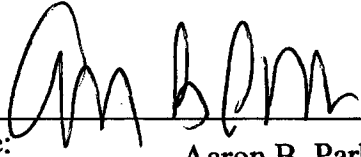
By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003683 FRAME: 0170**

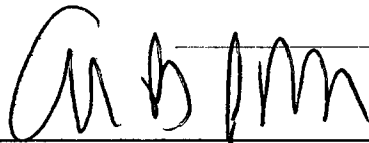
**PODS OF SAN FRANCISCO, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

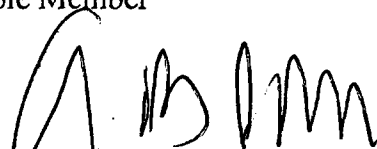
**PODS OF SEATTLE, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

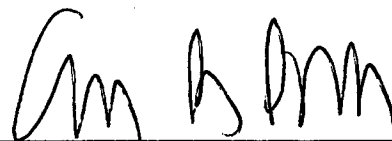
**PODS OF SOUTHWEST FLORIDA, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

**PODS OF TAMPA BAY, LLC,**  
a Florida limited liability company

By: **PODS ENTERPRISES, INC.,**  
its Sole Member


By:   
Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003683 FRAME: 0171**

**PODS RAPID RESPONSE, LLC,**  
a Florida limited liability company

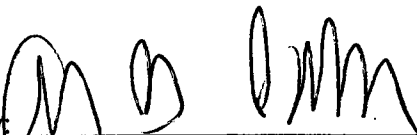
By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:  \_\_\_\_\_

Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

**DALLAS PORTABLE STORAGE, LLC,**  
a Texas limited liability company

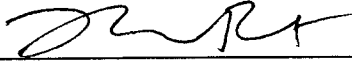
By: **PODS ENTERPRISES, INC.,**  
its Sole Member

By:  \_\_\_\_\_

Name: **Aaron B. Parker**  
Title: **SR. V.P. / General Counsel**

Accepted and Agreed:

**SILVER POINT FINANCE, LLC**  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Richard Petrilli  
Authorized Signatory

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003683 FRAME: 0173**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Registration Number</b>	<b>Issue Date</b>
PODS Enterprises, Inc.	1-800-GO-PODS WWW.PODS.COM PORTABLE ON DEMAND STORAGE	1129934 Australia	17-Aug-2006
PODS Enterprises, Inc.	PODS	1076513 859096 Australia	08-Jun-2005
PODS Enterprises, Inc.	PODS	1112980 Australia	10-May-2006
PODS Enterprises, Inc.	PODS	1187990 Australia	19-Jul-2007
PODS Enterprises, Inc.	PODS	A0001676 859096 International Registry - designated in Australia, Bulgaria, China, Croatia, European Community, Georgia, Hong Kong, Hungary, Iceland, Japan, South Korea, Liechtenstein, Monaco, Morocco, Norway, Romania, Russian Federation, Singapore, Switzerland, Turkey, Ukraine	08-Jun-2005
PODS Enterprises, Inc.	PODS	1251401 TMA672471 Canada	21-Mar-2005 12-Sep-2006
PODS Enterprises, Inc.	PODS	300440180 New Zealand	16-Jun-2005
Pods, Inc.	PODS	545438 768174 Mexico	02-May-2002 13-Nov-2002
PODS Enterprises, Inc.	PODS	748283 New Zealand	22-May-2006

PODS Enterprises, Inc.	PODS	731239 731239 New Zealand	16-Jun-2005 22-Dec-2005
PODS Enterprises, Inc.	PODS	78/485223 3011459	17-Sep-2004
PODS Enterprises, Inc.	PODS	75-587426 2365848	11-Nov-1998 11-Jul-2000
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE	1111351 Australia	03-May-2006
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE and Design (Black & White)	78/876297	04-May-2006
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE and Design (Color)	78/876314	04-May-2006
PODS Enterprises, Inc.	PODZILLA	78/388168 3077552	22-Mar-2004 04-Apr-2006
PODS Enterprises, Inc.	PORTABLE ON DEMAND STORAGE	78/574878	25-Feb-2005
PODS Enterprises, Inc.	PORTABLE ON DEMAND STORAGE and Label in Color	1114425 Australia	19-May-2006
PODS Enterprises, Inc.	PODS	77/337567	27-Nov-2007

NY1349853.5

RECORDED: 12/20/2007

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