

**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
SPACESAVER CORPORATION		04/07/2010	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	One US Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	2402847	ACTIVESTOR
Registration Number:	2776362	AISLEGUARD
Registration Number:	2010604	BI-FILE
Registration Number:	3603370	DOCLOCK
Registration Number:	3730068	ECLIPSE POWERED SYSTEM
Registration Number:	3151420	HANGGLIDER PRO
Registration Number:	2804178	PHARMASTOR
Registration Number:	1882824	PHOTO SWEEP
Registration Number:	2679113	PIVOTFILE
Registration Number:	2514272	PIVOTFILE
Registration Number:	3641279	POWER MADE EASY
Registration Number:	2636400	POWER PRO
Registration Number:	3295001	POWERLINK

CH \$1065.00 2402847

**900159686**

**TRADEMARK  
 REEL: 004185 FRAME: 0929**

Registration Number:	3177390	POWERLINK
Registration Number:	2571780	QUICKSPACE
Registration Number:	1521861	S
Registration Number:	2860790	SAVING SPACE CAN BE A MOVING EXPERIENCE
Registration Number:	3021513	SPACEGLIDER
Registration Number:	2231420	SPACESAVER
Registration Number:	3257711	SPACESAVER
Registration Number:	2201055	SPACE SAVER
Registration Number:	1997241	SPACESAVER S
Registration Number:	2971792	STAT STORAGE
Registration Number:	2858350	STORAGE CAN BE A MOVING EXPERIENCE
Registration Number:	2470656	STORAGE SOLVED
Registration Number:	2416643	STOREFRONT
Registration Number:	2044163	TRI-FILE
Registration Number:	1881205	ZERO FORCE SENSOR
Registration Number:	1903388	ZFS
Serial Number:	77289612	COLLAR TO CONVICTION
Serial Number:	77632971	CORESTOR
Serial Number:	77231741	EZ RAIL
Serial Number:	77230474	FRAMEWRX
Serial Number:	77825968	FREESTYLE
Serial Number:	77264741	POINT-OF-NEED
Serial Number:	77632982	READY AND SECURE
Serial Number:	77843127	STOREFRONT
Serial Number:	77350152	UWR
Serial Number:	77403568	UWRMINI
Serial Number:	77782735	WHEELHOUSE
Serial Number:	77701069	WRX WHEELS
Serial Number:	77348708	XTEND

**CORRESPONDENCE DATA**

Fax Number: (314)667-3633

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 314-552-6000

Email: [ipdocket@thompsoncoburn.com](mailto:ipdocket@thompsoncoburn.com)

Correspondent Name: Thompson Coburn LLP

**TRADEMARK**  
**REEL: 004185 FRAME: 0930**

Address Line 1: One US Bank Plaza  
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-88645
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/Jennifer A. Visintine/
Date:	04/14/2010

Total Attachments: 14  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of April 7, 2010, by and among Krueger International, Inc., a Wisconsin corporation (the "Borrower"), the Lenders from time to time party thereto, Wells Fargo Bank, National Association, as the L/C Issuer, and U.S. Bank National Association, as the Swing Line Lender and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 7th day of April, 2010, by Spacesaver Corporation, a Wisconsin corporation (the "Debtor"), in favor of the Administrative Agent for the benefit of the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders (the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders are sometimes hereinafter individually referred to as a "Secured Creditor" and collectively referred to as the "Secured Creditors").

### WITNESSETH:

WHEREAS, the Borrower and the Secured Creditors are herewith entering into the Loan Agreement; and

WHEREAS, as a condition precedent to the Secured Creditors entering into the Loan Agreement, the Secured Creditors have required that the Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, in order to induce the Secured Creditors to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Administrative Agent for the benefit of the Secured Creditors pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Secured Creditors a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the

reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to any Secured Creditor evidenced by or arising under or in respect of that certain Guaranty dated as of the date hereof and executed by Spacesaver Corporation, a Wisconsin corporation, Spacesaver Storage Systems, Inc., a Wisconsin corporation, AGI Industries, Inc., a Wisconsin corporation, Krueger International Holding Co., a Wisconsin corporation, and KI Trucking, Inc., a Wisconsin corporation, as the same may from time to time be amended, modified, extended, renewed or restated (the "Guaranty"), this Agreement and/or any other Loan Document and (ii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by any Secured Creditor during an Event of Default, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing any Secured Creditor in connection with any bankruptcy or insolvency proceedings relating to or affecting this Agreement (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "Excluded Property" as such term is defined in that certain Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Administrative Agent for the benefit of the Secured Creditors, as the same may from time to time be amended, modified, extended, renewed or restated.

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Administrative Agent, and covenants and agrees with the Administrative

Agent, as of each day during the term of this Agreement that:

(a) except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all of the issued and applied for Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the granted Patents and registered Trademarks is valid and enforceable;

(c) to Debtor's knowledge (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all charges, encumbrances, pledges, assignments and Liens (other than Permitted Liens and any licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons entered into by Debtor in the ordinary course of business consistent with past practices);

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks where such notice is required to preserve the validity of such Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents and/or Trademarks during the term of this Agreement except for transfers in the ordinary course of Debtor's business consistent with Debtor's past practice and transfers otherwise permitted by the Loan Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents and/or Trademarks.

3. Inspection Rights; Product Quality. The Debtor will permit, upon not less than five (5) days prior written notice (provided, however, that no such notice shall be required if any Event of Default has occurred and is continuing) inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by any Secured Creditor and reimburse each Secured Creditor for all costs and expenses incurred by such Secured Creditor in connection with any such inspection conducted by such Secured Creditor, all as provided in the Loan Agreement. The Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices.

4. Further Assurances. The Debtor hereby agrees that, unless and until (a) all of the

Secured Obligations (other than any portion of the Secured Obligations constituting contingent indemnification or other contingent obligations that by their terms survive termination of the Loan Agreement and the other Loan Documents) shall have been fully, finally and indefeasibly paid in cash (or otherwise fully, finally and indefeasibly satisfied), (b) there shall be no remaining commitment or obligation of any Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Borrower and/or the Debtor under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Borrower and/or the Debtor and any Secured Creditor shall remain in effect, (e) the Loan Agreement shall have expired or been terminated in accordance with its terms and (f) the Guaranty shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Administrative Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreement and/or any other Loan Document and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Administrative Agent any and all further instruments and documents and take any and all further action that the Administrative Agent may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Administrative Agent pursuant to this Agreement with respect to the Patents and Trademarks or to enable the Administrative Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If the Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Administrative Agent, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto, except to the extent (and only during such time as) the creation of a security interest therein would void or invalidate such Patent or Trademark, and the Debtor shall give the Administrative Agent prompt written notice thereof.

6. Modification by the Administrative Agent. The Debtor hereby irrevocably authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations and/or trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use and license the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any one or more of the following events ("Events of Default") shall occur and be continuing: (a) the Debtor shall fail to perform or observe any term, provision, covenant or agreement contained in this Agreement and any such failure shall remain unremedied for five (5) days after the earlier of (i) written notice of default is given to the Debtor by the Administrative Agent or (ii) any Responsible Officer of the Debtor obtaining actual knowledge of such default; (b) any representation or warranty made by the Debtor in this Agreement shall prove to be untrue or incorrect in any material respect when effected or made; or (c) any "Event of Default" (as defined therein) shall occur under or within the meaning of the Loan Agreement; then the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below)

or demand whatsoever to the Debtor, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all reasonable expenses incurred (including, without limitation, all reasonable expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the manner and order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any Secured Creditor and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the worldwide use by any Secured Creditor of the Patents and/or Trademarks shall not be contested by the Debtor, and shall be without any liability for royalties or other related charges from any Secured Creditor to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Administrative Agent shall commence any such suit, the Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights and remedies under this Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and/or Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations (other than any portion of the Secured Obligations constituting contingent indemnification or other contingent obligations that by their terms survive termination of the Loan Agreement and the other Loan Documents) have been fully, finally and indefeasibly paid in cash (or otherwise fully, finally and indefeasibly satisfied), (b) there shall be no remaining commitment or obligation of any Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement and/or any other Loan Document, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Borrower and any Secured Creditor shall remain in effect, (e) the Loan Agreement shall have expired or been terminated in accordance with its terms and (f) the Guaranty shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, promptly upon the Debtor's written request, the Administrative Agent shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Administrative Agent's security interest in the Collateral (including, but not limited to, providing written notice to the U.S. Patent and Trademark Office), subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement. If claim is ever made on any Secured Creditor for repayment or recovery of any amount or amounts received by any Secured Creditor in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and any Secured Creditor repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over any Secured Creditor or any Property of any Secured Creditor or (b) any settlement or compromise of any such claim effected by any Secured Creditor with any such claimant (including, without limitation, the Borrower and/or the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such



Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by any Secured Creditor. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Creditor upon the insolvency, bankruptcy or reorganization of the Borrower and/or the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Borrower and/or the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by any Secured Creditor upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

10. Expenses. Any and all out-of-pocket costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation, negotiation, administration and/or enforcement of this Agreement and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices with respect to this Agreement and/or the Patents and Trademarks, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or other amounts incurred in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Administrative Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor. The Administrative Agent will send the Debtor a written invoice (setting forth the amounts and basis therefor in reasonable detail) for any amounts owed to it by the Debtor under this Section 10.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty, except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter which is material to the business of the Debtor or any other Obligor and (b) to preserve and maintain all rights in the Patents and Trademarks which are material to the business of the Debtor or any other Obligor. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. Administrative Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer, employee or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else to the extent permitted by the Loan Documents. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single

or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Administrative Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of each Secured Creditor.

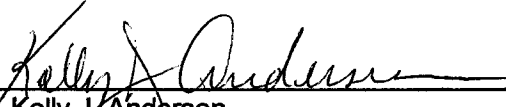
17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Wisconsin (without reference to conflict of law principles); provided, however, that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.

18. Consent to Jurisdiction; Waiver of Jury Trial. **THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY WISCONSIN STATE COURT SITTING IN MILWAUKEE COUNTY, WISCONSIN OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF WISCONSIN, AS THE ADMINISTRATIVE AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE DEBTOR (AND BY ITS ACCEPTANCE HEREOF, THE ADMINISTRATIVE AGENT) HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE ADMINISTRATIVE AGENT ARE PARTIES RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

[Signature page follows]

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the 7<sup>th</sup> day of April, 2010.

SPACESAVER CORPORATION ("Debtor")

By   
Name: Kelly J. Andersen  
Title: Asst. Secretary

SCHEDULE A

**U.S. Patents**

	<b>Title</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Application Number</b>	<b>Application Date</b>
SP	Weapons Cabinet - Figs. 7-8 and 15-16	D600,963	09/29/09	29/333,985	03/18/09
SP	Flat End Panel With Curved Sides, For A Storage Unit Or the Like	D493,640	08/03/04	29/180,879	05/01/03
SP	Perforated End Panel, For A Storage Cabinet Or The Like	D492,516	07/06/04	29/180,869	05/01/03
SP	End Panel With Molding, For A Storage Cabinet or the Like	D491,004	06/08/04	29/180,880	05/01/03
SP	Hole Pattern for a Shelf Divider	D479,930	09/30/03	29/156,758	03/05/02
SP	End Panel For A Storage Cabinet Or The Like-Acrylic Version	D477,937	08/05/03	29/162,034	06/07/02
SP	Shelf Divider	D458,781	06/18/02	29/129,583	09/15/00
SP	Mechanical Assist Handle	D379,580	06/03/97	07/40,905	06/29/95
SP	Control Panel for Movable Storage Device	D371,123	06/25/96	07/40,901	06/29/95
SP	Offset Rail Splice Arrangement For A Mobile Storage System	7,114,789	10/03/06	10/354,364	01/30/03
SP	Anti-Tip Arrangement For A Mobile Storage System	6,843,180	01/18/05	10/354,417	01/30/03
SP	System For Mounting A Rail Or The Like To A Support Surface Such as A Floor	6,840,022	01/11/05	10/205,761	07/26/02
SP	Torque Limiting Mechanism for a Mechanical Assist Mobile Storage System Slip Disc Version	6,763,742	07/20/04	10/008,557	11/13/01
SP	Multi-Function Slot Configuration for Mounting Differently Configured Shelf Accessories to a Shelf	6,705,477	03/16/04	09/791,087	02/22/01
SP	Mobile Carriage	6,644,213	11/11/03	10/116,377	04/04/02
SP	Rotary Storage Unit with Motorized Latch Actuator	6,604,797	08/12/03	09/783,699	02/14/01
SP	Mobile Carriage with Multiple Synchronous Drives	6,371,031	04/16/02	09/717,765	11/21/00
SP	Shelving Acc. Mounting System for a Cabinet	6,273,534	08/14/01	09/434,969	11/05/99
SP	Dual-Height Shelf Divider	6,164,215	12/26/00	09/356,173	07/16/99
SP	Mobile Carriage with Multi-Tracking Synchronous Drives	6,161,485	12/19/00	09/101,066	06/29/98
SP	Photo Detector System for Detecting Obstacles in Aisles Between Mobile Shelving Carriages	5,569,910	10/29/96	07/338,006	11/10/94
SP	Bi-Directional Motion Sensor for Mob Stor Systems	5,427,444	06/27/95	08/074,437	06/09/93
SP	Cross Aisle Photo Detector for Mob Storage System having a	5,359,191	10/25/94	08/048,619	04/16/93

	Light Detector Mounted to the Movable Storage Unit				
SP	Drive Chain Tensioner	5,256,111	10/26/93	07/953,606	09/29/92
SP	Fail-Safe Photoelectric Detector	5,121,975	06/16/92	07/697,307	05/08/91
SP	Carr. Drive for Mobile Stor Systm w/Drive Chain	5,058,507	10/22/91	07/484,830	02/26/90
SP	Anti-Tip Apparatus for Mobile Storage Units	5,013,101	05/07/91	07/491,836	03/12/90
SP	Limit Switch Assembly for Mobile Storage Apparatus	5,005,923	04/09/91	07/491,256	03/09/90
SP	Elect. Control Module for Mob. Stor Apparatus	4,975,804	12/04/90	07/484,259	02/26/90
SP	Intelligent Multiple Simultaneous Aisle Access System for a Mobile Storage System	7,508,145	03/24/09	11/626,680	01/24/07
SP	Locking Door System For A Storage Cabinet	7,524,002	04/28/09	11/585,069	10/23/06
SP	Mobile Storage Unit With Holding Brake and Single Status Line For Load and Drive Detection	7,583,037	09/01/09	11/426,150	06/23/06
SP	Modular Security Cabinet System For Storing Firearms Or The Like	7,478,892	01/20/09	10/542,129	06/05/06
SP	Modular Wheel Assembly For A Carriage In A Mobile Storage System	7,370,587	05/13/08	11/011,997	12/14/04
SP	Floor-Mounted Rail For A Mobile Storage System	7,257,925	08/21/07	10/945,374	09/20/04
SP	Door Mounting System For A Storage Unit	7,264,321	09/04/07	09/700,890	11/17/00
SP	Weapons Cabinet	D564,818	03/25/08	29/280,072	05/15/07
SP	Weapons Cabinet (Figs. 9-13)(Div. of 29/280,072)	D577,529	09/30/08	29/303,171	02/01/08
SP	High-Density, Archive Storage-Rack Assembly	5,632,389	05/27/97	08/513,327	08/10/95
SP	Weapons Cabinet	D590,646	04/21/09	29/319,503	06/10/08

SCHEDULE B

**U.S. Patents Pending Applications**

	<b>Title</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Application Number</b>	<b>Application Date</b>
SP	Passive Safety System With A Directional Sensing Exit Zone For Use In A Mobile Storage System			11/559,971	11/15/06
SP	Mobile Storage Unit With Environmental Monitoring			11/363,877	01/28/06
SP	Retainer Arrangement For Engagement With The End Of An Upright Elongated Article, Such As A Firearm Or Related Accessory			11/340,240	01/26/06
SP	Support Arrangement For The Lower End Of An Upright Elongated Article, Such as a Firearm or Related Accessory			11/340,257	01/26/06
SP	Remote Interface For A Mobile Storage System Or Other Equipment			10/516,279	11/29/04
SP	Mechanical Safety Brake For A Mobile Storage System			12/111,730	04/29/08
SP	Mobile High Bay Storage System			12/132,470	06/03/08
SP	Storage System With Accessory Mounting Rail			12/132,432	06/03/08
SP	Powered Mobile Storage System With Select and Drag Operation And Selectable Aisle Width Feature			11/813,302	07/03/07
SP	Narrow Slot Roller and Guide System For High Density Mobile Storage Systems – ADA			11/937,774	11/09/07
SP	Suspension-Type Storage Unit			11/912,780	10/26/07
SP	Restricted Access Storage Compartment			12/116,719	05/07/08
SP	Modular Security Cabinet For Storage Firearms Or The Like (Original Broad Claims Directed To The Modularity And Reconfigurability Of The Cabinet And Support Components)			12/122,304	05/16/08
SP	Security Cabinet For Storing Firearms Or The Like, Claims Directed To Mayline "Slatwall" System			12/273,333	11/18/08
SP	Personal Duty Locker			12/683,043 (Prov.61/143,065 )	01/06/10 (01/07/09)
SP	Carriageless Mobilized Storage			12/396,829	03/03/09

	Unit For Use In A Mobile Storage System				
SP	Keypad With Audit Trail For High Density Mobile Systems			12/396,186	03/02/09
SP	Anti-Drift Device For A High Density Mobile Storage System			12/396,195	03/02/09
SP	MOBILE INDUSTRIAL RACK SYSTEM			07/078,725	09/18/07

SCHEDULE C

**U.S. Trademark Registrations**

	<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Issue Date</b>	<b>Application Number</b>	<b>Application Date</b>
SP	Activestor	U.S.	2,402,847	11/07/00	75/690,747	03/23/99
SP	Aisleguard	U.S.	2,776,362	10/21/03	76/295,027	08/06/01
SP	Bi-File	U.S.	2,010,604	10/22/96	74/535,653	06/10/94
SP	DocLock	U.S.	3,603,370	04/07/09	77/233,920	07/19/07
SP	Eclipse Powered System	U.S.	3,730,068	12/22/09	78/755,468	11/16/05
SP	Hang-Glider Pro	U.S.	3,151,420	10/03/06	76/628,241	01/18/05
SP	Pharmastor	U.S.	2,804,178	01/13/04	76/421,012	06/13/02
SP	Photo Sweep	U.S.	1,882,824	03/07/95	74/272,160	05/01/92
SP	PivotFile (Block)	U.S.	2,679,113	01/21/03	75/690,749	04/23/99
SP	PivotFile (Stylized)	U.S.	2,514,272	12/04/01	75/933,628	03/02/00
SP	Power Made Easy	U.S.	3,641,279	06/16/09	78/818,773	02/20/06
SP	Power Pro	U.S.	2,636,400	10/15/02	76/034,380	04/25/00
SP	PowerLink	U.S.	3,295,001	09/18/07	78/661,839	06/30/05
SP	PowerLink	U.S.	3,177,390	11/28/06	76/519,270	05/21/03
SP	Quickspace	U.S.	2,571,780	05/21/02	75/590,366	11/17/98
SP	S and Design	U.S.	1,521,861	01/24/89	730,738	05/25/88
SP	Saving Space Can Be A Moving Experience	U.S.	2,860,790	07/06/04	76/361,338	01/21/02
SP	SpaceGlider	U.S.	3,021,513	11/29/05	76/568,648	12/22/03
SP	Spacesaver (Block)	U.S.	2,231,420	03/16/99	75/271,506	04/08/97
SP	Spacesaver (Block)	U.S.	3,257,711	07/03/07	78/550,725	01/20/05
SP	Spacesaver and Arrow Design	U.S.	2,201,055	11/03/98	75/263,158	03/25/97
SP	Spacesaver S and Design	U.S.	1,997,241	08/27/96	74/324,336	10/20/92
SP	Stat Storage	U.S.	2,971,792	07/19/05	76/500,433	03/17/03
SP	Storage Can Be a Moving Experience	U.S.	2,858,350	06/29/04	76/282,503	07/09/01
SP	Storage Solved	U.S.	2,470,656	07/17/01	76/031,253	04/21/00
SP	Storefront	U.S.	2,416,643	12/26/00	75/590,214	11/17/98
SP	Tri-File	U.S.	2,044,163	03/11/97	74/539,386	06/10/94
SP	Zero Force Sensor	U.S.	1,881,205	02/28/95	74/268,472	04/23/92
SP	ZFS	U.S.	1,903,388	07/04/95	74/268,471	04/23/92



SCHEDULE D

**Applications For U.S. Trademark Registration**

	<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Issue Date</b>	<b>Application Number</b>	<b>Application Date</b>
SP	Collar To Conviction	U.S.			77/289,612	09/26/07
SP	Corestor	U.S.			77/632,971	12/15/08
SP	EZ Rail	U.S.			77/231,741	07/17/07
SP	FrameWRX	U.S.			77/230,474	07/16/07
SP	Freestyle	U.S.			77/825,968	09/14/09
SP	Point-Of- Need	U.S.			77/264,741	08/27/07
SP	Ready and Secure	U.S.			77/632,982	12/15/08
SP	Storefront	U.S.			77/843,127	10/07/09
SP	UWR	U.S.			77/350,152	12/12/07
SP	UWRMini	U.S.			77/403,568	02/22/08
SP	Wheelhouse	U.S.			77/782,735	07/16/09
SP	WRX Wheels	U.S.			77/701,069	03/27/09
SP	XTend	U.S.			77/348,708	02/11/07