

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.		12/19/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3011459	PODS
Registration Number:	2365848	PODS
Registration Number:	3666828	PODS PORTABLE ON DEMAND STORAGE
Registration Number:	3689446	PODS PORTABLE ON DEMAND STORAGE
Registration Number:	3077552	PODZILLA
Registration Number:	3445140	PORTABLE ON DEMAND STORAGE

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

CH \$165.00 3011459

TRADEMARK

ATTORNEY DOCKET NUMBER:	025646-0524
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	12/26/2013
Total Attachments: 7 source=Trademark Security Agreement [EXECUTED]#page1.tif source=Trademark Security Agreement [EXECUTED]#page2.tif source=Trademark Security Agreement [EXECUTED]#page3.tif source=Trademark Security Agreement [EXECUTED]#page4.tif source=Trademark Security Agreement [EXECUTED]#page5.tif source=Trademark Security Agreement [EXECUTED]#page6.tif source=Trademark Security Agreement [EXECUTED]#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to guarantee the Obligations (as defined in the Pledge and Security Agreement) of the Obligor; and

WHEREAS, all of the Grantors are party to the Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein and in the Pledge and Security Agreement, each Grantor and the Collateral Agent agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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 ENTERPRISES, INC.
as Grantor

By: _____

Name: Simon P. Gregorich

Title: Senior Vice President / CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: Mary Beth Dam
Name: Mary Beth Dam
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005182 FRAME: 0509

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Description of Trademark	Registration Number	Issue Date
PODS Enterprises, Inc.	1-800-GO-PODS <u>WWW.PODS.COM</u> PORTABLE ON DEMAND STORAGE	1129934 Australia	18-Mar-2010
PODS Enterprises, Inc.	POD	1038265 Australia	11-Nov-2005
PODS Enterprises, Inc.	PODS	1076513 Australia	12-May-2009
PODS Enterprises, Inc.	PODS	1112980 Australia	5-Nov-2008
PODS Enterprises, Inc.	PODS	1187990 Australia	01-Apr-2010
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE	1111351 Australia	15-Jun-2009
PODS Enterprises, Inc.	PODS	80846 Bahrain	08-Apr-2010
PODS Enterprises, Inc.	PODS	TMA672471 Canada	12-Sep-2006
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE and Design (Color)	TMA721151 Canada	18-Aug-2008

Grantor	Description of Trademark	Registration Number	Issue Date
PODS Enterprises, Inc.	PODS	859096 International Register – Designated in Austria, Benelux, Bulgaria, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, European Union, Federation of Russia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Macedonia, Malta, Monaco, Morocco, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, South Korea, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom	08-Jun-2005
PODS Enterprises, Inc.	PODS	93364 Kuwait	13-Mar-2011
PODS Enterprises, Inc.	PODS	1328669 Mexico	20-Nov-2012
PODS Enterprises, Inc.	PODS	1328670 Mexico	20-Nov-2012
PODS Enterprises, Inc.	PODS (stylized)	1357327 Mexico	25-Mar-2013
PODS Enterprises, Inc.	PODS (stylized)	1361449 Mexico	18-Apr-2013
PODS Enterprises, Inc.	PODS	731239 New Zealand	22-Dec-2005
PODS Enterprises, Inc.	PODS	748283 New Zealand	13-Sept-2007
PODS Enterprises, Inc.	PODS	61952 Oman	13-May-2011
PODS Enterprises, Inc.	PODS	1293/43 Saudi Arabia	11-Nov-2011
PODS Enterprises, Inc.	PODS	161002 United Arab Emirates	7-Dec-2011
PODS Enterprises, Inc.	PODS	3011459 United States	1-Nov-2005
PODS Enterprises, Inc.	PODS	2365848 United States	11-Jul-2000
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE	3666828 United States	11-Aug-2009

Grantor	Description of Trademark	Registration Number	Issue Date
PODS Enterprises, Inc.	PODS PORTABLE ON DEMAND STORAGE and Design (Color)	3689446 United States	29-Sept-2009
PODS Enterprises, Inc.	PORTABLE ON DEMAND STORAGE and Label in Color	1114425 Australia	9-Jul-2012
PODS Enterprises, Inc.	PODZILLA	3077552 United States	04-Apr-2006
PODS Enterprises, Inc.	PORTABLE ON DEMAND STORAGE	3445140 United States	10-Jun-2008
PODS Enterprises, Inc.	HIRAPODS	2267270 United Kingdom	21-Sep-2001
PODS Enterprises, Inc.	PODS	2262137 United Kingdom	07-Jun-2002
PODS Enterprises, Inc.	RENTAPODS	2267269 United Kingdom	30-Aug-2002

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

PODS franchise agreements and agency agreements; marketing licenses granted in the ordinary course for advertising and promotional activities.