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DEPARTMENT OF COMMERCE

(Rev. 03/01) U.S. Patent and Trademark Office 101971120 OMB No. 0651-0027 (exp. 5/31/2002) To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) -11-07 Name: Mobile Mini, Inc. M & I Thunderbird Bank Internal Address: Association Individual(s) Street Address: 7420 s Kyrene Road General Partnership Limited Partnership City: Tempe State: AZ Zip: 85283 Corporation-State Other \_\_\_\_\_ Individual(s) citizenship\_\_\_\_\_ Additional name(s) of conveying party(ies) attached? The Yes We No General Partnership\_\_\_\_\_ 3. Nature of conveyance: Limited Partnership \_\_\_\_\_ ☐ Merger Assignment Corporation-State Delaware Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic Other Confirmatory Release representative designation is attached: Yes No (Designations must be a separate document from assignment)
Additional name(s) & address( es) attached? Yes No Execution Date: December 13, 2001 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) 1,538,910; 1,538,909; 1,243,165; 1.265.339Additional number(s) attached 📮 Yes 🔀 No 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: ..... Name: George C. Chen 7. Total fee (37 CFR 3.41).....\$ 115.00 Internal Address: **Enclosed** Authorized to be charged to deposit account 8. Deposit account number: Street Address: Bryan Cave LLP Two N. Central Avenue, #2200 02-4467 State: AZ Zip: 85004 City: Phoenix (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. January 11, 2002 George C. Chen Date Name of Person Signing Total number of pages including cover sheet, attachments, and documen

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK

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## CONFIRMATORY RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS AND PATENTS

This Confirmatory Release of Collateral Assignment of Trademarks and Patents (the "Agreement") is made and entered into as of the date of the last signature hereto, is effective as of the 28th day of MARCH, 1996 (the "Effective Date"), and is made from M&I Thunderbird Bank, an Arizona corporation ("Releaser"), whose address is c/o Commercial Loan Department, One East Camelback Road, Phoenix, Arizona 85012 to Mobile Mini, Inc., a Delaware corporation ("Releasee"), whose address was 1834 W. Third Street, Tempe, Arizona 85281 and whose address is now 7420 South Kyrene Road, Tempe, Arizona, 85283. Together, Releaser and Releasee are referred to herein from time to time as the "Parties" or individually as a "Party."

## RECITALS

WHEREAS, Releasee has owned and still owns the marks set forth on Exhibit A attached hereto, for which it has obtained federal trademark and service mark registrations and/or state registrations (the "Mobile Mini Marks");

AND WHEREAS, Releasee has owned and still owns the patents set forth on Exhibit B attached hereto (the "Mobile Mini Patents");

AND WHEREAS, as evidenced by a Collateral Assignment of Trademarks and Patents recorded with the United States Patent and Trademark Office at reel no. 7803 and frame nos. 0508 through and including 0513, Releasee had previously granted to Releaser a security interest in, among other things, the Mobile Mini Marks and the Mobile Mini Patents, together with the goodwill of the business symbolized by the Mobile Mini Marks and Mobile Mini Patents and all pending federal trademark and service mark applications, and patent applications if any, for which Releasee was the owner (the "Security Interest");

AND WHEREAS, subsequent to Releasee's granting of the Security Interest to Releaser and as of the Effective Date, Releaser had completely and fully fulfilled its obligations to Releaser, and Releaser had completely and fully released all of its right, title, and interest in, to, and under the Security Interest back to Releasee and its successors and assigns;

AND WHEREAS, Releaser and Releasee desire to further document and to record such complete and full release with the United States Patent and Trademark Office.

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## **TERMS AND CONDITIONS**

NOW THEREFORE, in view of the premises and mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Releaser and Releasee, intending to be legally bound, agree as follows:

- I. Releaser hereby confirms its previous complete and full release all of its right, title, and interest in, to, and under the Security Interest back to Releasee and its successor and assigns, where such previous complete and full release was effective as of the Effective Date.
- II. To the extent that Releaser had not previously completely and fully released all of its right, title, and interest in, to, and under the Security Interest back to Releasee and its successors and assigns, Releaser hereby nunc pro tunc completely and fully releases all of its right, title, and interest in, to, and under the Security Interest back to Releasee and its successors and assigns.
- III. Releaser represents and warrants that it has both the right and power to authorize and confirm such release.

By signature below, each of the Parties acknowledges that (a) it has read, understood, and approved of this Agreement, (b) it has had an opportunity to consult with its respective counsel and with such other experts and/or advisors as it has deemed necessary in connection with the negotiation, execution, and delivery of this Agreement, (c) the provisions contained herein represent an agreed allocation of risks that is reflected in the obligations hereunder, (d) this Agreement has been fully and fairly negotiated, (e) it has had ample opportunity to ask questions of the other party regarding the provisions of this Agreement, and (f) it has caused this Agreement to be executed by a duly authorized representative who has the authority to bind that Party to this Agreement.

\*M&I Thunderbird Bank, an Arizona corporation

Signature:

Printed Name: AU

Printed Name: LARRY TRACHTEPBERG

Title: Executive Vice President

Date: 13 Dec. 2001

\* M&I Marshall & Ilsley Bank, formerly PX01DOCS/334160.01

**RECORDED: 01/11/2002** 

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