

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pods, Inc.

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 4, 2003

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation  
(Florida)

Internal

Address: \_\_\_\_\_

Street Address: 777 Brickell Ave., Suite 808

City: Miami State: FL Zip: 33131

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,365,848;

2,387,837; and 2,265,856

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nidia Perez, Esq.

Internal Address: N/A

Street Address: c/o Akerman Senterfitt  
One Southeast Third Ave., 28th Floor

City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500951

DO NOT USE THIS SPACE

9. Signature.

Nidia Perez

Name of Person Signing

  
Signature

December 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: 14

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

**GRANT OF SECURITY INTEREST**  
**(Trademarks, Copyrights, Patents and Licenses)**

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**GRANT OF SECURITY INTEREST**, dated December 4, 2003 by PODS, INC., a Florida corporation (the "Grantor") in favor of CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation (the "Grantee").

**WHEREAS**, the Grantor owns the trademarks (including service marks), trademark applications, trademark registrations and trade names listed on Schedule 1 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world, to the extent enforceable under the laws of the applicable country(ies) (all of the foregoing trademarks (including service marks), trademark applications, trademark registrations, trade names, fictitious names, service marks, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

**WHEREAS**, the Grantor owns the copyrights, copyright applications and copyright registrations listed on Schedule 2 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world, to the extent enforceable under the laws of the applicable country(ies) (all of the foregoing copyrights and applications, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

**WHEREAS**, the Grantor owns the patents, patent registrations and patent applications listed on Schedule 3 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world, to the extent enforceable under the laws of the applicable country(ies) (all of the foregoing patents and applications, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

**WHEREAS**, the Grantor is a party to certain license agreements with third parties whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future breaches or infringements thereof, (iii) rights to sue for past, present and future breaches or infringements thereof, (iv) rights to sell, prepare for sale or rental, sell, rent, and advertise for sale or rental, all "Inventory" (as defined in the Loan and Security Agreement, dated of even date herewith, as amended, supplemented or modified from time to time, the "Loan Agreement" by and among the Grantor, PODS of Ft. Lauderdale, LLC (collectively with Grantor, the "Borrowers") and the Grantee) now or hereafter owned by the Grantor and now or hereafter covered by such licenses, and (v) rights corresponding to all of the foregoing (all of the foregoing licenses together with the items described in the foregoing clauses (i) through (v) are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); and

**WHEREAS**, the Grantor has agreed to grant to the Grantee, a first priority security interest in its assets to secure the payment of all amounts owing under the Obligations, as such term is defined in the Loan Agreement, in a form which may be recorded with the United States Patent and Trademark Office against all existing and future applications to register and registrations of the Trademarks, Copyrights and Patents; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Grantor has mortgaged, pledged and granted to the Grantee a lien on and security interest in all right, title and interest of the Grantor in, to and under all of the Trademarks, Copyrights, Patents and Licenses, together with any reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all products and proceeds thereof, and the goodwill of the business in connection therewith, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, Copyrights, Patents and Licenses, to secure the payment of all Obligations;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Grantee a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(j) each Trademark, each registration of the Trademarks and each application for registration of Trademarks owned by the Grantor, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 hereto;

(ii) each Copyright, each registration of the Copyrights and application for registration of Copyrights owned by the Grantor, including, without limitation, each Copyright and Copyright application referred to in Schedule 2 hereto;

(iii) each Patent, each registration of the Patents and application for registration of Patents owned by the Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 3 hereto;

(iv) each interest in a License, including, without limitation, each License listed in Schedule 4 hereto;

(v) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or breach of any Trademark, Copyright, Patent or License;

(vi) all unregistered Trademarks, Copyrights and Patents owned by the Grantor, each such Trademark, Copyright and Patent set forth in Schedule 1, Schedule 2 and Schedule 3 hereto, and all future applications to register and registrations of the Trademarks, Copyrights and Patents;

(vii) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks, Copyrights, Patents and Licenses; and

(viii) all trade styles, trade dress, copyrights and other intellectual property owned by Grantee and used in connection with the Trademarks.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademarks, Copyrights, Patents and Licenses made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The Grantor agrees that until the Obligations shall have been satisfied in full and the Borrowers' credit facilities with the Grantee (the "Credit Facilities") shall have been terminated, the Grantor will not, without the Grantee's prior written consent and except for the grant of licenses to franchisees in the ordinary course of the Grantor's business, enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's obligations under this Grant of Security Interest and the Grantor further 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 Grantee under this Grant of Security Interest.

The Grantor represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1, Schedule 2 and Schedule 3 constitute all of the trademarks, copyrights and patents, and the registrations and applications therefor now owned by the Grantor. If, before the Obligations shall have been satisfied in full and the Credit Facilities shall have been terminated, the Grantor shall (i) obtain rights to any new trademarks, tradenames, fictitious names, copyrights or patents, or the applications or registrations therefor, or (ii) become entitled to the benefit of any trademark, copyright or patent, or any application or registration therefor, the provisions of this Grant of Security Interest shall automatically apply thereto and the Grantor shall give to the Grantee prompt written notice thereof. The Grantor hereby authorizes the Grantee to modify this Grant of Security Interest by amending Schedule 1, Schedule 2 and Schedule 3 to include any future trademarks, tradenames, copyrights and patents, and registrations and applications therefor, which are Trademarks, Copyrights and Patents under this Grant of Security Interest and to record this Grant of Security Interest against any such applications and registrations of trademarks, copyrights and patents.

The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Copyrights and Patents assigned hereunder, or (ii) the Obligations have been paid in full and the Credit Facilities have been terminated.

The Grantor shall have the duty (i) to prosecute diligently any trademark, copyright and patent application of the Trademarks, Copyrights and Patents pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Facilities shall have been terminated, (ii) to make application on trademarks, copyrights and patents, as appropriate; provided, however, that the propriety of foreign applications shall be subject to the Grantor's reasonable determination, and (iii) to preserve and maintain all rights in trademarks, copyrights and patents, and applications and registrations of the Trademarks, Copyrights and Patents. Any expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any right to file a trademark, copyright or patent application, or any pending trademark, copyright or patent application or trademark, copyright or patent without the consent of the Grantee, which consent shall not be unreasonably withheld.

No course of dealing between the Grantor and the Grantee, nor any failure to exercise, nor any delay in exercising, on the part of the Grantee, any right, power or privilege hereunder or under the Credit Facilities shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

The provisions of this Grant of Security Interest 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 Grant of Security Interest in any jurisdiction.

This Grant of Security Interest cannot be altered, amended or modified in any way, except as specifically provided above or by a writing signed by the parties hereto.

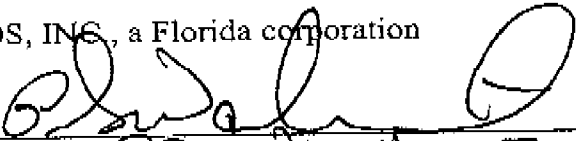
All of the Grantee's rights and remedies with respect to the Trademarks, Copyrights and Patents, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

This Grant of Security Interest shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Grantee, its nominees and assigns.

This Grant of Security Interest shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Security Interest to be executed and sealed in its corporate name by its duly authorized corporate officer as of the date first above written.

PODS, INC, a Florida corporation

By:   
Name: P.S. WATZMIST  
Title: PRES

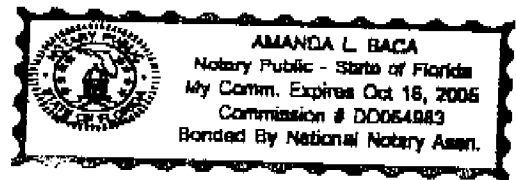
[Acknowledgment on following page]

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 4 day of DECEMBER, 2003 by PETER S. WARHURST as PRESIDENT/CEO of PODS, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification and did (did not) take an oath.



Print or Stamp Name: AMANDA BACA  
Notary Public, \_\_\_\_\_ at Large  
My Commission Expires: 10/16/05



SCHEDULE 1

**U.S. TRADEMARK REGISTRATIONS  
AND PENDING APPLICATIONS**

Registered U.S. Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
PODS	2,365,848	July 11, 2000
PUT IT IN A POD	2,387,837	Sept. 19, 2000
PODS	2,265,856	July 27, 1999

Pending U.S. Trademark Applications

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
NONE	NONE	NONE

Registered State Trademarks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>EXPIRATION DATE</u>
NONE	NONE	NONE

Fictitious Name Registrations

<u>FICTITIOUS NAME</u>	<u>FLORIDA REGISTRATION NO.</u>	<u>DATE OF ISSUE</u>
PODS	G99256900209	Sept. 13, 1999
PORTABLES	G99256900208	Sept. 13, 1999
PORTABLE ON DEMAND STORAGE	G02031900031	Jan. 31, 2002



SCHEDULE 2

**U.S. COPYRIGHTS, COPYRIGHT REGISTRATIONS  
AND PENDING APPLICATIONS**

Non-Registered Copyrights Claimed

Grantor has developed and owns the proprietary computer software system known as the "PODS System" that is designed to handle all day to day functions for the PODS rental/delivery operations and cross country business.

Grantor has also developed and owns the manuals for the "PODS System" software.

Grantor has also developed and owns the manuals which contains the standards, specifications and operating procedures relating to the development and operation of Grantor's franchise facilities and other information relating to the obligations of Grantor's franchisees under the Franchise Agreement entered into between Grantor and its franchisees.

Registered U.S. Copyrights

<u>COPYRIGHT</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
FrmCalendar	TX 5-077-452	Aug. 27, 1999

Pending U.S. Copyright Applications

<u>COPYRIGHT</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
NONE	NONE	NONE

SCHEDULE 3

**U.S. PATENTS, PATENT REGISTRATIONS  
AND PENDING APPLICATIONS**

Registered U.S. Patents

<u>PATENT</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
Apparatus for lifting, handling, and transporting a container.	6,071,062	June 6, 2000
Apparatus for lifting, handling, and transporting a container. (Continuation in part of Reg. No. 6,071,062)	6,155,770	Dec. 5, 2000

Pending U.S. Patent Applications

<u>PATENT</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
NONE	NONE	NONE

SCHEDULE 4**LICENSES****Licenses with respect to which Grantor is a licensor:**

Grantor has entered into a Franchise Agreement, as supplemented by an Addendum, with the franchisees identified below relating to the franchising of its storage and moving business. The Franchise Agreement grants franchisees the right to use Grantor's marks, the proprietary computer software system ("PODS System"), and the manual which contains the standards, specifications and operating procedures relating to the development and operation of Grantor's franchise facilities and other information relating to the obligations of Grantor's franchisees under the Franchise Agreement, solely in connection with the operation of the franchised business. Additionally, the Franchise Agreement grants franchisees the right to remotely access the proprietary computer software system and associated interfaces through Citrix MetaFrame.

<u>LICENSEE</u>	<u>FRANCHISE LOCATION</u>	<u>FRANCHISE AGREEMENT DATE</u>
Pods of Ft. Lauderdale, LLC	Ft. Lauderdale, Florida	October 2003
New Concepts Storage, Inc.	Sarasota, Florida	March 1999
At Your Door Moving & Storage, LLC	Orlando, Florida	August 1999
Minnesota Mobil Storage, Inc.	Minneapolis, Minnesota	February 2000
Portable Storage Systems, Inc.	Charlotte, North Carolina	May 2000
Chris M Kauth & J. William Corey	Indianapolis, Indiana	April 2000
Promove System, LLC	Dayton, Ohio	June 2000
Landstar Assoc., Inc.	Daytona, Florida	July 2000
Landstar Assoc., Inc.	Jacksonville, Florida	July 2000
Landstar Assoc., Inc.	Melbourne, Florida	July 2000
New Age Moving & Storage, LLC	St. Louis, Missouri	December 2000
Landstar Raleigh, Inc.	Raleigh, North Carolina	April 2002

<u>LICENSEE</u>	<u>FRANCHISE LOCATION</u>	<u>FRANCHISE AGREEMENT DATE</u>
New Age Moving & Storage, LLC	Nashville, Tennessee	December 2000
Palm Beach Portable Storage, LLC	Palm Beach, Florida	February 2001
LA Portable Storage Systems, Inc.	Baton Rouge, Louisiana	November 2000
Portable Self Moving & Storage, Inc.	Miami, Florida	March 2001
Dallas Storage Partners	Dallas, Texas (NW region)	March 2000
To Your Door Moving & Storage, Inc.	Atlanta, Georgia (NW region)	July 2001
Charleston Portable Storage, LLC	Charleston, South Carolina	April 2001
Premier Portable Storage, Inc.	Jackson, Mississippi	September 2001
On Demand Storage	Columbus, Ohio	September 2001
River City Portable Moving & Storage, LLC	Kansas City, Missouri	November 2001
Keep it Simple Storage Company	Virginia Beach, Virginia	April 2002
Virginia Portable Storage, LLC	Richmond, Virginia	May 2002
Atlanta Storage Partners, LLC	Atlanta, Georgia (NE region)	May 2002
Eagle II, LLC	Northern Kentucky	May 2002
You Gotta Move II	Dallas, Texas (NE region)	May 2003
Birmingham Portable Storage, LLP	Birmingham, Alabama	October 2002
Atlantic Coast Portable Storage, LLP	Fairfax, Virginia	October 2002

<u>LICENSEE</u>	<u>FRANCHISE LOCATION</u>	<u>FRANCHISE AGREEMENT DATE</u>
Memphis Portable Storage, LLP	Memphis, Tennessee	October 2002
Austin Portable Storage, LP	Austin, Texas	December 2002
Upstate Storage Partners, LLC	Greenville, South Carolina	December 2002
Triad Portable Storage, LLC	Greensboro, North Carolina	May 2003
Rocky Mountain Portable Storage, LLC	Denver, Colorado	August 2003
Gulf Storage Partners, LP	Houston, Texas	September 8, 2003
Desert Portable Storage, LLC	Las Vegas, Nevada	September 29, 2003
Coyote Portable Storage, LLC	Phoenix, Arizona	September 29, 2003
Maryland Portable Storage, LLC	Baltimore, Maryland	October 22, 2003
Lexington Portable Storage, LLC	Lexington, Kentucky	November 20, 2003
Louisville Portable Storage	Louisville, Kentucky	November 20, 2003
Virtual Storage Co., LLC	Philadelphia, Pennsylvania	November 12, 2003
New England Portable Storage, LLC	Boston, Massachusetts	November 24, 2003

**Licenses with respect to which Grantor is a licensee:**

<u>GRANTOR</u>	<u>LICENSE AGREEMENT AND LICENSE DATE</u>	<u>LICENSED PRODUCT</u>
PowerCerv Technologies Corporation	License Agreement No. 020-1-19399, dated Sept. 30, 1999, as amended by Supplement to License Agreement, dated Sept. 30, 1999.	PowerCerv software products identified on Schedule A of the License Agreement.
Citrix Systems, Inc.	Various Citrix MetaFrame XP Server Licenses and Connection Licenses	Software products that enable Grantor's franchisees to access Grantor's proprietary computer software known as the "PODS System".
Best Software, Inc.	ABRA Suite Software Product License Agreement (preprinted form; does not have a date)	ABRA HR Suite, ESS and Alerts software.



One Southeast Third Avenue  
28th Floor  
Miami, Florida 33131-1714  
www.akerman.com  
305 374 5600 tel 305 374 5095 fax

Boca Raton  
Fort Lauderdale  
Jacksonville  
Miami  
Orlando  
Tallahassee  
Tampa  
West Palm Beach

**FAX COVER SHEET**

From: Nidia Perez

Date: December 9, 2003

PLEASE DELIVER 16 PAGES (including cover sheet) TO:

Name: **Commissioner of Patents & Trademarks  
Assignment Division**

Fax Number: **703-306-5995**

Company: U.S. Patent & Trademark Office

Please call (305) 374-5600 Ext. 4040 if you do not receive all the pages.

**Comments/Special Instructions**

**Please see attached.**

The information contained in this transmission may be a confidential attorney-client communication or may otherwise be privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original transmittal to us by mail. Thank you.

Client/Matter No: 16630/112050

Equitrac ID: 1191

{M2045496;1}

**TRADEMARK  
REEL: 002760 FRAME: 0997**



Fort Lauderdale  
 Jacksonville  
 Miami  
 Orlando  
 Tallahassee  
 Tampa  
 West Palm Beach

One Southeast Third Avenue  
 28th Floor  
 Miami, Florida 33131-1714  
 www.akerman.com  
 305 374 5600 tel 305 374 5095 fax

December 9, 2003

**VIA TELEFAX 703-306-5995**

United States Patent and Trademark Office  
 Commissioner of Patents and Trademarks  
 Assignment Division  
 Washington, D.C. 20231

**Re: Trademark Recordation Form Cover Sheet  
 Trademark Reg. Nos.: 2,365,848; 2,387,837 and 2,265,856  
 Conveying Party: Pods, Inc.  
 Receiving Party: Congress Financial Corporation (Florida)  
 Nature of Conveyance: Security Interest  
 Our Reference No.: 16630-112050**

Dear Sir/Madam:

Enclosed please find the following documents for recording with the United States Patent and Trademark Office, Assignment Division: (i) a Trademark Recordation Form Cover Sheet; and (ii) a copy of the Grant of Security Interest (Trademarks, Copyrights, Patents and Licenses), dated December 4, 2003. The \$90.00 recordation fee should be charged to Deposit Account Number 500951.

Please fax the Notice of Recordation to the undersigned at fax number 305-374-5095. If you have any questions regarding the enclosed documents, please do not hesitate to contact the undersigned at 305-374-5600 extension 4781.

Sincerely,

**AKERMAN SENTERFITT**

A handwritten signature in black ink that reads "Nidia Perez". The signature is fluid and cursive.

Nidia Perez

Enclosures

cc: Dean Freitag, Esq.

{M2043965;1}

**RECORDED: 12/09/2003**

**TRADEMARK  
 REEL: 002760 FRAME: 0998**