

SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

THIS SECURITY AGREEMENT (Intellectual Property) (the "Intellectual Property Security Agreement") is made and dated this 6th day of October 2004 by and between HAULAWAY STORAGE CONTAINERS, INC., a California corporation (the "Borrower"), and BANK OF THE WEST, a California banking corporation, as Administrative Agent for the Secured Parties, as such term and all capitalized terms not otherwise defined herein are defined in that certain Credit Agreement dated as of October 6, 2004 by and among the Borrower, the Administrative Agent, the Issuing Bank and the Lenders from time to time a party thereto (as amended, extended, amended and restated and replaced from time to time, the "Credit Agreement").

The Secured Parties have extended or agreed to extend credit to or for the benefit of the Borrower and certain affiliated companies also borrowers ("Co-Borrowers") under the Credit Agreement, and in connection therewith, the Borrower agreed, among other things, to execute and deliver in favor of Secured Parties, (i) that certain Security Agreement dated as of October 6, 2004 (as amended, modified or waived, the "Security Agreement") between the Borrower, Co-Borrowers, and the Administrative Agent, for the benefit of the Secured Parties, and (ii) certain supplemental documents, including, without limitation, this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the Secured Obligations, the Borrower hereby mortgages, assigns, grants and conveys to the Secured Parties, a security interest, pledge, assignment and mortgage in all of the Borrower's right, title and interest in the following (the "Intellectual Property Collateral"): (a) the trademarks described on Schedule 1 attached hereto, as the same may be amended or replaced from time to time; (b) all now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing (collectively, the "Trademarks"); (c) the patents described on Schedule 2, (d) all now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Administrative Agent, for the benefit of the Secured Parties, for past, present and future infringements of any of the foregoing (collectively, the "Patents"); and (e) all products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement, and any other documents, the Borrower hereby: (a) represents and warrants that Schedules 1 and 2 attached hereto sets forth an accurate and complete list of all Trademarks and Patents owned by the Borrower that are registered with the United States Patent and Trademark Office (any and all Trademarks and Patents so registered being the "Intellectual Property"); and (b) agrees promptly to notify the Administrative Agent in writing of any additional Intellectual Property of which Borrower becomes the owner, and to deliver to the Agent, for the benefit of the Secured Parties, an amended Schedule 1 and/or 2 reflecting such additional Trademarks or Patents. The Administrative Agent is hereby authorized to cause such amended Schedule 1 and/or 2 to be filed and recorded in an amendment of this Intellectual Property Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Intellectual Property Security Agreement, the Borrower Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Intellectual Property Collateral. Subject to the

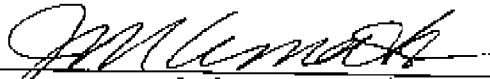
rights of the Secured Parties, it is the intention of the parties hereto that the Borrower continue to own the Intellectual Property Collateral.

4. Relationship to Other Documents. The Intellectual Property Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Borrower Security Agreement and the other documents executed in connection therewith and the Secured Parties shall have all rights, powers and remedies with respect to the Intellectual Property Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous. (a) All covenants and other agreements contained in this Intellectual Property Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns; (b) any provision of this Intellectual Property Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction; (c) this Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument, and each such counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto; and (d) this Intellectual Property Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property
ement to be executed on and as of the day and year first above written.

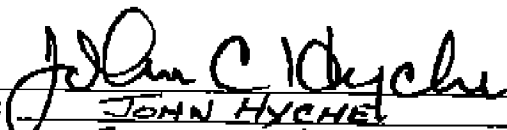
HAULAWAY STORAGE CONTAINERS, INC. a
California corporation:

By: 
Name: JOYCE AMATO
Title: CEO

Address:
11292 Western Avenue
Stanton, CA 90680
Attn: Chief Financial Officer

**ADMINISTRATIVE AGENT FOR THE SECURED
PARTIES:**

BANK OF THE WEST, a California banking
corporation

By: 
Name: JOHN HYCHER
Title: SENIOR VICE PRESIDENT

Address:

Bank of the West
California Plaza
300 South Grand Avenue, SC-CAL-05-F
Los Angeles, CA 90071
Attn: Agency Services

SCHEDULE I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
 (Description of Patent Collateral)

<u>Patent</u>	<u>Registration Number</u>
for Securing Mechanism for a Container	6,581,425

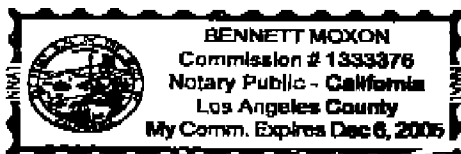
SCHEDULE I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Description of Trademark Collateral)

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HAULAWAY STORAGE CONTAINERS (Class 6)	2059274	May 6, 1997
HAULAWAY STORAGE CONTAINERS (Class 39)	2121617	December 16, 1997

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 10-5, 2004, before me, the undersigned notary public in and for said County and State, personally appeared Joyce Amato, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



[Signature]
My commission expires on 12-6-05

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) CFO
- PARTNER(S)
 Limited General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

Security Agreement
Title or Type of Document

Signer(s) Other Than Named Above

Date of Document: 10-6-04

Number of Pages: _____

SIGNER IS REPRESENTING:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On 10 5, 2004, before me, the undersigned notary public in and for said County and State, personally appeared John Christopher Hydriz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies) and that, by his/~~her/their~~ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



[Signature]
My commission expires on 12-6-05

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) S.R. VP
- PARTNER(S)
 Limited General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Security Agreement
Title or Type of Document

Signer(s) Other Than Named Above

Date of Document: 10-6-04

Number of Pages: _____

SIGNER IS REPRESENTING:

