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Form PTO-1594 RECORDATION FORM COVER SHEET (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002) RECORDATION FORM COVER SHEET 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.	
Name of conveying party(ies): HAULAWAY STORAGE CONTAINERS, INC.	Name and address of receiving party(ies): Name: Bank of the West	
Individual(s) General Partnership X Corporation-State Association Limited Partnership	Internal Address: California Plaza Street Address: 300 South Grand Avenue, SC-CAL-05F	
Other: Additional name(s) of conveying Yes party(ies) attached?	City: Los Angeles State: California Zip: 90071 Individual(s) citizenship: Association:	
3. Nature of Conveyance: Assignment Merger X Security Agreement Other:	General Partnership: Limited Partnership: X Corporation-State: Other:	
Execution Date: October 6, 2004	If assignee is not domiciled in the United States, a domestic representative designation is attached; (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes X No	
Application Number(s) or Registration Number(s):		
A. Trademark Application No.(s):	B. Trademark Registration No.(s):2059274 2121617	
Additional numbers attached?	Yes X No	
Name and address of party to whom correspondence concerning document should be mailed: Name: Kolly Lague	registrations involved:	
Name: Kelly Logue MORRISON & FOERSTER LLP	7. Total fee (37 CFR 3.41) \$ 80.00 Enclosed	
Internal Address: <u>Atty. Dkt.: 07427/0000512</u>	X Authorized to be charged to Deposit Account	
Street Address: 555 W. Fifth Street Suite 3500	Authorized to be charged to credit card (Form 2038 enclosed)	
City: Los Angeles State: CA Zip: 90013	8. Deposit account number: 03-1952 (Attach duplicate copy of this page if paying by deposit account)	
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.		
David T. Yang (Reg. No. 44,415) Name of Person Signing Total number of pages including cover shee	October 6, 2004 Signature Date at. attachments, and document; 8	

LA-751989

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 ("<u>Co-Borrowers</u>") 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 "<u>Security Agreement</u>") 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 I 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. <u>No Present Assignment.</u> 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. <u>Relationship to Other Documents</u>. 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. <u>Miscellaneous</u>. (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:

Name/

Title:

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:

Title:

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>

Registration Number

er Securing Mechanism for a Container

6,581,425

<u>SCHEDULE I</u>

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Description of Trademark Collateral)

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

STATE OF CALIFORNIA)	
COUNTY OF CALIFORNIA) SS.	
On / C 5 , 2004, before me, the undersign personally appeared $TCV = A + A + A + A + A + A + A + A + A + A$	ed notary public in and for said County and State,
(or proved to me on the basis of satisfactory eviden	se) to be the corrected where
subscribed to the within instrument and acknowled	
his/her/their authorized capacity(ies) and that, by h	
person(s) or the entity(iss) upon behalf of which th	
WITNESS my hand and official seal.	8-2
BENNETT MOXON Commission # 1333376 Notary Public - California Los Angeles County My Comm. Expires Dec 6, 2005	y commission expires on
<u>OPT</u>	IONAL
Though the data below is not required by law, it may and could prevent fraudulent reattachment of this for	y prove valuable to persons relying on the document orm.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
Ö INDIVIDUAL	
CORPORATE OFFICER Title(s)	Title or Type of Document
□ PARTNER(S)LimitedGeneral	Signer(s) Other Than Named Above
☐ ATTORNEY-IN-FACT	Date of Document: 10-6-64
□ TRUSTEE(S)	Number of Pages:
□ GUARDIAN/CONSERVATOR	SIGNER IS REPRESENTING:
OTHER:	

STATI	E OF CALIFORNIA)		
COUN	TY OF)		
On <u>/</u> /	2004, before me, the undersigne	d notary public in and for said County and State, Hy Line, personally known to me	
person:	any appeared 1000 C77 73 77 72	, personally known to me	
	ved to me on the basis of satisfactory evidence		
		ed to me that he she fact executed the same in	
	Their authorized capacity(jes) and that, by his (s) or the entity(jes) upon bohalf of which the		
	ESS my hand and official seal.	commission expires on	
	OPT	ONAL	
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.			
CAPA	CITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT	
–	INDIVIDUAL		
¥	CORPORATE OFFICER Title(s) 5'2. L'?	Title or Type of Document	
<u> </u>	PARTNER(S)LimitedGeneral	Signer(s) Other Than Named Above	
ø	ATTORNEY-IN-FACT	Date of Document: 16-6-64	
	TRUSTEE(S)	Number of Pages:	
_	TRUSTEE(S) GUARDIAN/CONSERVATOR		

RECORDED: 10/06/2004