

## 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
U-Store-It Mini Warehouse Co.		10/27/2004	CORPORATION: OHIO

## RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2536639	IS THE LACK OF STORAGE SPACE DRIVING U NUTS?

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2254

Email: LLevy@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 053113/1754

NAME OF SUBMITTER: Lea B. Levy

## Total Attachments: 7

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TRADEMARK  
REEL: 002972 FRAME: 0082

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 27, 2004 is made by U-Store-It Mini Warehouse Co., an Ohio corporation (the "Grantor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 27, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among U-Store-It Trust, a Maryland real estate investment trust, U-Store-It, L.P., a Delaware limited partnership (the "Borrower"), Lehman Brothers Inc. and Wachovia Capital Markets, LLC, as joint advisors, joint lead arrangers and joint bookrunners, Wachovia Capital Markets, LLC, as syndication agent, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other companies affiliated with the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 27, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

U-STORE-IT MINI WAREHOUSE CO

By: 

Name: Steven G. Osgood

Title: Vice President

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

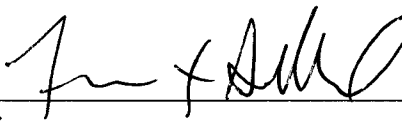
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

U-STORE-IT MINI WAREHOUSE CO.

By: \_\_\_\_\_  
 Name:  
 Title:

LEHMAN COMMERCIAL PAPER INC.  
 as Administrative Agent for the Lenders

By:   
 Name:  
 Title: Francis X. Gilhool  
 Authorized Signatory

STATE OF Ohio )  
COUNTY OF Cuyahoga ) ss

On the 26 day of October, 2004, before me personally came Steven G. Osgood, who is personally known to me to be the Vice President of U-Store-It Mini Warehouse Co., an Ohio corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

*Patricia Ann Rosewick*  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

PATRICIA ANN ROSEWICK, Notary Public  
State of Ohio - Recorded in Lake County  
My commission expires Dec. 10, 2007

STATE OF **New York** )  
 ) ss  
COUNTY OF **New York**

On the 27 day of October, 2004, before me personally came  
Francis X. Gilhool, who is personally known to me to be the ~~AUTHORIZED SIGNATORY~~ of  
Lehman Commercial Paper Inc., a New York corporation; who, being duly sworn, did depose  
and say that she/he is the ~~AUTHORIZED SIGNATORY~~ in such corporation, the corporation  
described in and which executed the foregoing instrument; that she/he executed and delivered  
said instrument pursuant to authority given by the Board of Directors of such corporation; and  
that she/he acknowledged said instrument to be the free act and deed of said corporation.

**EDNA LANAHAN**  
**NOTARY PUBLIC, State of New York**  
**No. 01LA6070349**  
**Qualified in New York County**  
**Commission Expires March 4, 2008**

Edna Lanahan  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations**

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
IS THE LACK OF STORAGE SPACE DRIVING U NUTS?	2,536,639