

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	License Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pack-Rat Portable Mini-Storage, LLC		07/01/2005	limited liability company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	1-800-Pack-Rat, LLC
Street Address:	898 Centrillion Drive
Internal Address:	Suite 101
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1637144	PACK RAT
Registration Number:	1641569	PACK-RAT MINI-STORAGE
Serial Number:	76639848	1-800-PACK-RAT.COM
Serial Number:	76639838	PACK RAT PORTABLE MINI STORAGE
Serial Number:	78660716	800-PACK-RAT.COM
Serial Number:	78660712	800-PACK-RAT
Serial Number:	78660496	1-800-PACK-RAT

CORRESPONDENCE DATA

Fax Number: (602)445-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: phxipmail@gtlaw.com
 Correspondent Name: James A. Ullman
 Address Line 1: 2375 East Camelback road

CH \$190.00 1637144

Address Line 2: Suite 700
Address Line 4: Phoenix, ARIZONA 85016

NAME OF SUBMITTER: James A. Ullman

Signature: /james a. ullman/

Date: 09/15/2005

Total Attachments: 4
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LICENSE AGREEMENT

This License Agreement is entered into as of this 1st day of July, 2005 by and between **Pack-Rat Portable Mini-Storage, LLC**, a limited liability company of North Carolina, having its principal place of business at 3331 Heritage Drive, Suite 110, Wake Forest, North Carolina 27587 (hereafter "LICENSOR") and **1-800-Pack-Rat, LLC** (fka Pack-Rat Northeast Development Corporation, LLC), a Delaware limited liability company, having its principal place of business at 898 Centrillion Drive, Suite 101, McLean, VA 22102 (hereafter "LICENSEE").

WHEREAS, LICENSOR is the owner of the entire right, title and interest in and to the service marks, **PACK RAT**, and **PACK-RAT MINI-STORAGE**, including all common law rights associated with such marks and U.S. Registration Nos. 1,637,144 and 1,641,569, together with the goodwill associated therewith (the "Licensed Marks"), as used in connection with the business of providing portable self-storage and self-storage services to the public (the "Services");

WHEREAS, LICENSOR is a wholly owned subsidiary of LICENSEE, having acquired all of the outstanding equity interests in LICENSOR pursuant to that certain Purchase and Sale Agreement dated April 5, 2005 in a transaction that closed on or about May 20, 2005;

WHEREAS, LICENSOR has filed the following applications for related service marks (the "Related Marks"):

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"

MARK	APPLICATION NUMBER	APPLICATION DATE
1-800-PACK-RAT.COM	76/639,848	June 1, 2005
	76/639,838	June 1, 2005
800-PACK-RAT.COM	78/660,716	June 28, 2005
800-PACK-RAT	78/660,712	June 28, 2005
1-800-PACK-RAT	78/660,496	June 28, 2005

WHEREAS, LICENSOR wishes to assign to LICENSEE the right to use the Licensed Marks and the Related Marks and to assign to Franchisees rights to the Licensed Marks and the Related Marks in accordance with the terms and conditions contained in that certain Uniform Franchise Offering Circular issued by 1-800-Pack-Rat, LLC as franchisor dated July 1, 2005

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Unless expressly noted otherwise, the following terms shall have the following meanings when used in this License Agreement:
 - a. "Licensed Marks" shall mean the service marks covering any or all of the services recited in U.S. Service Mark registration No. 1,641,569 and U.S. Service Mark registration No. 1,637,144 as well as any common law rights associated with the service marks PACK-RAT MINI-STORAGE and PACK RAT.
 - b. "Related Marks" shall mean the service marks covering any or all of the services recited in the applications listed below as well as any common law rights associated with the applications listed

below:

MARK	APPLICATION NUMBER	APPLICATION DATE
1-800-PACK-RAT.COM	76/639,848	June 1, 2005
	76/639,838	June 1, 2005
800-PACK-RAT.COM	78/660,716	June 28, 2005
800-PACK-RAT	78/660,712	June 28, 2005
i-800-PACK-RAT	78/660,496	June 28, 2005

c)

d) c. "Marks" shall mean the Licensed Marks and the Related Marks.

1. Grant of License. LICENSOR hereby grants to LICENSEE a perpetual right and license to use the Licensed Marks and the Related Marks in connection with the Services under the terms and conditions of this Agreement, and the right to license the Marks to franchisees of the LICENSEE under terms and conditions as provided in that certain Uniform Franchise Offering Circular issued by 1-800-Pack-Rat, LLC as franchisor dated July 1, 2005 as may be amended from time to time.

2. Ownership of Licensed Mark. LICENSEE understands and agrees that LICENSOR retains sole and exclusive ownership of the Marks including the goodwill associated with the marks and all federal and common law rights related thereto.

3. General.

a. Governing Law. This Agreement shall be construed, enforced and governed in accordance with the laws of the United States and to the extent that state law applies, pursuant to the laws of the State of Delaware.

b. Assignment. This Agreement shall be binding upon and inure to the benefit of LICENSOR and LICENSEE and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have, through their duly authorized representatives, executed this agreement below.

LICENSOR:


LICENSEE:

PACK-RAT PORTABLE MINI-STORAGE, LLC

1-800-PACK-RAT. LLC

a North Carolina limited liability company
company

a Delaware limited liability

By: 

By: 

Robert Poirier
President and CEO

Robert Poirier
President and CEO


9-15