

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Republic Storage Systems Company, Inc. and debtor-in-possession under Chapter 11 Case No. 06-60316		05/11/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Republic Storage Systems, LLC
<b>Street Address:</b>	1038 Belden Avenue
<b>City:</b>	N.E. Canton
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44705
<b>Entity Type:</b>	limited liability company: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1570646	REPUBLIC
Registration Number:	0865328	WEDGE-LOCK
Registration Number:	1080372	MONDRIAN
Registration Number:	1695761	CLERESPAN
Registration Number:	1689828	METAL LUMBER

**CORRESPONDENCE DATA**

Fax Number: (312)660-0424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-861-2000  
 Email: ccasey@kirkland.com  
 Correspondent Name: Chuan Sun  
 Address Line 1: 200 East Randolph Drive  
 Address Line 2: Suite 4800

CH \$140.00 1570646

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 42088-7 ASSIGNMENT

NAME OF SUBMITTER: Chuan Sun

Signature: /Chuan Sun/

Date: 05/26/2006

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of this 11th day of May, 2006 (the "Effective Date"), by and between Republic Storage Systems Company, Inc., a Delaware corporation and debtor-in-possession under Chapter 11 Case No. 06-60316, jointly administered, in the United States Bankruptcy Court for the District of Ohio ("Assignor") and Republic Storage Systems, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated as of April 26, 2006 (the "Agreement"), by and between Assignor and Buckeye RSS, LLC, a Delaware limited liability company ("Parent"). All terms used but not defined herein shall have the meaning set forth in the Agreement;

WHEREAS, pursuant to Section 14.8 of the Agreement, Parent entered into that certain Assignment Agreement, dated as of May 11, 2006, pursuant to which Parent assigned all of its rights and obligations under the Agreement to Assignee;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of its respective right, title and interest in and to all Intellectual Property, as defined in the Agreement, (including, without limitation, all of the Intellectual Property set forth on Schedule 4.21 to the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, conveys, transfers and assigns to Assignee any and all of Assignor's right, title and interest in and to all Intellectual Property in Seller's possession and control (including, without limitation, all of the Intellectual Property set forth on Schedule 4.21 to the Agreement) and other proprietary rights used, held for use and/or created, and/or that may have arisen, exclusively in connection with the Business, together with all income, royalties, damages, and payments due or payable to Assignor as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor shall, at Assignee's request, take such further actions, and provide Assignee, and Assignee's successors, assigns or other legal representatives, reasonable cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) as reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

3. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions.

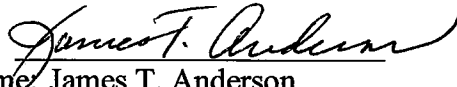
4. This Assignment may be executed in counterparts (including by means of facsimile signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

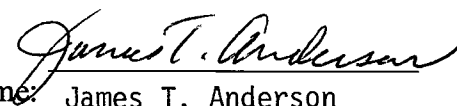
ASSIGNOR:

Republic Storage Systems Company, Inc.

By:   
Name: James T. Anderson  
Its: President

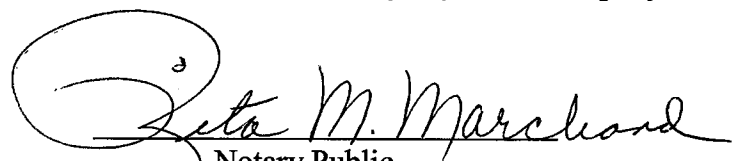
ASSIGNEE:

Republic Storage Systems, LLC

By:   
Name: James T. Anderson  
Its:

STATE OF OHIO )  
 ) SS.  
COUNTY OF STARK )

On this 9th day of May of 2006, there appeared before me James T. Anderson, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Republic Storage Systems Company, Inc.

  
Notary Public

**RITA M. MARCHAND**  
Notary Public, State of Ohio  
My Commission Expires 2/1/2009

Schedule 4.21

Intellectual Property

(i) Material patented, copyright, or registered intellectual property and pending applications:

<u>Copyright Name</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sliding Shelf Bins	U.S.	A190700	1970
Clip Shelving, Work Benches, Tool Room And Shop Equipment	U.S.	A660951	1975
Library Shelving Units, Open Shelf Filing Units, Book Units, Storage Cabinets	U.S.	A660952	1975
Republic Steel Shelving Calculator	U.S.	A873662	1966
Specification For Bracket-Type Single-Tier Library Shelving	U.S.	A873663	1966
Republic Steel Library Shelving (Bracket Type)	U.S.	A893637	1967
Tool Room And Shop Equipment	U.S.	A922668	1967
Republic Steel Sliding Shelf Automotive Bins	U.S.	A922669	1967
Republic Steel Library Shelving	U.S.	A942232	1967
Republic Storage Racks	U.S.	A958781	1967
Republic Steel Library Shelving (Bracket Type)	U.S.	A993637 (believed should be A893637)	1967
Contract Manufacturing	U.S.	TX-36-162	03/06/1978
Mondrian Lockers	U.S.	TX-36-163	03/06/1978
Part-to-Man Systems: Form No. MP-1000 183	U.S.	TX-1-069-804	02/23/1983

Man-to-Part Systems: Form No. HP-1000 183	U.S.	TX-1-069-805	02/23/1983
Republic Personal Effects Lockers	U.S.	TX-2-010-921	03/07/1986
Multi-Stor Part-to-Man Storage Systems	U.S.	TX-2-010-922	03/07/1986
Systems Planning: A Needs Analysis Questionnaire	U.S.	TX-2-010-923	03/07/1986
Republic Storage Products and Systems	U.S.	TX-2-010-924	03/07/1986
Color Solutions Guide	U.S.	Unknown	Unknown
SP-1050 Price List	U.S.	Unknown	Unknown
Wedge-Lock Storage Systems, WL-1050	U.S.	Unknown	Unknown
Wedge-Lock Storage Systems, WL-1000	U.S.	Unknown	Unknown
Facility Automation Idea Stimulator	U.S.	Unknown	Unknown

<u>Trademark Name</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Republic	U.S.	1,570,646	December 12, 1989	December 12, 2009
Wedge-Lock	U.S.	0,865,328	February 25, 1969	February 25, 2009
Mondrian	U.S.	1,080,372	December 27, 1977	December 27, 2007
Clerespan	U.S.	1,695,761	June 23, 1992	June 12, 2012
Metal Lumber	U.S.	1,689,828	June 2, 1992	June 2, 2012

(ii) Material unregistered trademarks, unregistered service marks, trade names, internet domain names:

1. Trade name: Maxi-Stor
2. Domain name: www.republicstorage.com

(iii) Material unregistered copyrights: None.

(iv) Computer software (other than off the shelf software under \$25,000):

1. EGO/SGO Software (with Foresight Technology Group- See Exhibit 2.1(a)(vi))
2. BlueZone Emulator License Software (purchased from Seagull)
3. Windows NT 4.0 Server
4. Windows NT Workstation
5. Windows 2000 server



6. Windows 2003 server
7. Windows XP ProDesktop
8. Windows 2000 Workstation
9. Windows Exchange 5.5 Mail Server
10. Windows Exchange 2003 Mail Server
11. MicroSoft SNA 4.0 Server
12. MicroSoft SQL Server 2000
13. Brightstor ARC serve Backup
14. Surfcontrol Web Filter
15. Symantec PCanywhere
16. Checkpoint NG Firewall Suite
17. Microsoft Office 2000 Pro
18. McAfee Active Virus Defense Small Business Suite
19. Outlook 2003
20. SAG FAS Fixed Asset Software Suite
21. Lotus Office Suite
22. AutoCAD 2004 (14 licenses)
23. AutoCAD LT 2004 (15 licenses)
24. AutoCAD 2000i (1 license)
25. Raster Design (1 license)
26. RISA-2D version 5.5b (server addition)
27. ProCAD/CAM II 2004 (1 license)
28. Predator

(v) Any other IP: None.