

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pipp Mobile Storage Systems, Inc.	FORMERLY Pipp Acquisition Corp.	03/20/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank (Chicago)		
Street Address:	222 South Riverside Plaza		
Internal Address:	33rd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corp.: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1214855	DENSTOR	
Registration Number:	1089211	TRISTOR	
Registration Number:	3064041	XPAND	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 827158		

CH \$90.00 1214855

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/02/2007
Total Attachments: 5 source=pipp_fifththird_tm3#page2.tif source=pipp_fifththird_tm3#page3.tif source=pipp_fifththird_tm3#page4.tif source=pipp_fifththird_tm3#page5.tif source=pipp_fifththird_tm3#page6.tif	

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of March 20, 2007, is entered into by and between **PIPP MOBILE STORAGE SYSTEMS, INC. (f/k/a Pipp Acquisition Corp.)**, a Delaware corporation ("**Assignor**"), in favor of **FIFTH THIRD BANK (Chicago)** (together with its successors and assigns, "**Assignee**").

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Security Agreement dated as of February 28, 2005 (as amended, restated, supplemented, or modified from time to time, the "**I.P. Agreement**"); and

WHEREAS, Assignor and Assignee desire to amend the I.P. Agreement to include Exhibits A-1 and B-1 attached hereto, respectively, to be included and a part of the I.P. Agreement, on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the I.P. Agreement as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the I.P. Agreement, as amended hereby.
2. **AMENDMENT TO I.P. AGREEMENT.** Exhibit A to the I.P. Agreement is hereby supplemented by adding thereto each of the items listed on Exhibit A-1 attached hereto. Exhibit B to the I.P. Agreement is hereby supplemented by adding thereto each of the items listed on Exhibit B-1 attached hereto.
3. **CONSTRUCTION.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF ILLINOIS.
4. **ENTIRE AMENDMENT; EFFECT OF AMENDMENT.** This Amendment, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendment to the I.P. Agreement expressly set forth in Section 2 hereof, the I.P. Agreement shall remain unchanged and in full force and effect. To the extent any terms or provisions of this Amendment conflict with those of the I.P. Agreement or other Financing Agreement, the terms and provisions of this Amendment shall control. This Amendment is a Financing Agreement.
5. **COUNTERPARTS; TELEFACSIMILE EXECUTION.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile shall be

equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. **MISCELLANEOUS.**

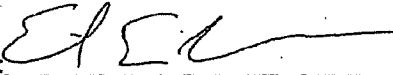
(a) Upon the effectiveness of this Amendment, each reference in the I.P. Agreement to “this Agreement”, “hereunder”, “herein”, “hereof” or words of like import referring to the I.P. Agreement shall mean and refer to the I.P. Agreement as amended by this Amendment.

(b) Upon the effectiveness of this Amendment, each reference in the Financing Agreements to the “Intellectual Property Security Agreement”, “thereunder”, “therein”, “thereof” or words of like import referring to the I.P. Agreement shall mean and refer to the I.P. Agreement as amended by this Amendment.

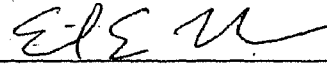
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first written above.

PIPP MOBILE STORAGE SYSTEMS, INC.

By: 
Name: Erik E. Maurer
Its: Chairman

ATTEST:

By: 
Name: Erik E. Maurer
Its: Secretary

Agreed and Accepted as of this
day of March, 2007

FIFTH THIRD BANK (Chicago)

By: _____
Name: Kurt C. Beuker
Its: Vice President

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TRADEMARK
REEL: 003512 FRAME: 0680

EXHIBIT A-1

Patents

DOMESTIC PATENTS

Patent No.	Title	Date Issued
5,439,281	Storage System	08/08/95
6,158,601	Modular Mobile Storage System	12/12/00
6,112,917	Moveable File Storage Supporting Apparatus	09/05/00

FOREIGN PATENTS

Patent No.	Country	Title	Date Issued
2,127,231	Canada	Storage System	04/04/00
187,808	Mexico		01/14/98
210,933	Mexico		10/21/02
1,266,835	Canada	Articulated Wheel Assembly	03/20/90

UNEXAMINED FOREIGN PATENT APPLICATION

Patent No.	Country	Title	Date Filed
2,282,043	Canada	Modular Mobile Storage System	9/13/99

EXHIBIT B-1

Trademarks

DOMESTIC TRADEMARKS

Trademark	Trademark No.	Date Registered
DENSTOR	1,214,855	11/02/82
TRISTOR	1,089,211	4/11/78
XPAND and Design	3,064,041	2/28/06

FOREIGN TRADEMARKS

Trademark	Country	Trademark No.	Date Registered
XPAND and Design	Canada	TMA 616,208	8/23/02