TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A ROYAL WOLF PORTABLE STORAGE, INC.		06/27/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	BANK:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2682925	
Registration Number:	2717946	ROYAL WOLF

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	016887-0102
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/

OP $65.00 2682925

Date:	07/01/2008

Total Attachments: 4
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, A Royal Wolf Portable Storage, Inc., a California corporation (the "Grantor") with principal offices at 7420 S. Kyrene Road, Tempe, AZ 85283, hereby grants to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of June 27, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 27th day of June, 2008.

A ROYAL WOLF PORTABLE STORAGE, INC.,
Grantor

By_____
Name: Lawrence Trachtenberg
Title: Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By_____
Name:
Title:

By_____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 27th day of June, 2008.

A ROYAL WOLF PORTABLE STORAGE, INC.,
Grantor

By_____
Name:
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By_____
Name: MARGUERITE SUTTON
Title: DIRECTOR

By_____
Name: Carin Keegan
Title: Director

[Royal Wolf Grant of Security Interest in Trademarks]

Annex I

"A Royal Wolf PORTABLE STORAGE, INC" -
Schedule of Marks and Applications; Internet Domain Name Registrations

Marks and Applications:

Trademark Name	Country Name	Owner Name	Reg. No.	Reg. Date
None [Design Only]	US	A Royal Wolf Portable Storage, Inc.	2682925	04-Feb-2003
Royal Wolf	US	A Royal Wolf Portable Storage, Inc.	2717946	20-May-2003
TMS	US	A Royal Wolf Portable Storage, Inc.	2442458	Cancelled
None [Design Only]	EC	A Royal Wolf Portable Storage, Inc.	EC 002685519	21-Aug-2003
IEM	US	A Royal Wolf Portable Storage, Inc.	106011	09-Feb-2000
ROYAL WOLF	EC	A Royal Wolf Portable Storage, Inc.	EC 002513356	14-Feb-2003
ROYAL WOLF	UK	A Royal Wolf Portable Storage, Inc.	UK 002413175	18-May-2007