

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Republic Storage Systems Company, Inc.		05/11/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Republic Storage Systems, LLC		
Street Address:	1038 Belden Avenue, N.E.		
City:	Canton		
State/Country:	OHIO		
Postal Code:	44705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1570646	REPUBLIC	
CORRESPONDENCE DATA			
Fax Number:	(216)621-4072		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216-621-2234		
Email:	clewis@tarolli.com		
Correspondent Name:	Tarolli, Sundheim, Covell & Tummino LLP		
Address Line 1:	1300 EAST NINTH STREET		
Address Line 2:	SUITE 1700		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	11-137		
NAME OF SUBMITTER:	George L. Pinchak		
Signature:	/George L. Pinchak/		

OP \$40.00 1570646

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**TRADEMARK
 REEL: 004099 FRAME: 0926**

Date:

11/20/2009

Total Attachments: 4

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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: James T. Anderson
Name: James T. Anderson
Its: President

ASSIGNEE:

Republic Storage Systems, LLC

By: James T. Anderson
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

RYA M. MARCHAND
Notary Public, State of Ohio
My Commission Expires 2/17/2009