

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PODS Holding, Inc. and Subsidiaries		12/23/2009	CORPORATION: DELAWARE
PODS, Inc.		12/23/2009	CORPORATION: FLORIDA
PODS Enterprises, Inc.		12/23/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 W. Madison St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77337567	PODS
Registration Number:	2365848	PODS
Registration Number:	3011459	PODS
Registration Number:	3666828	PODS PORTABLE ON DEMAND STORAGE
Registration Number:	3689446	PODS PORTABLE ON DEMAND STORAGE
Registration Number:	3077552	PODZILLA
Registration Number:	3445140	PORTABLE ON DEMAND STORAGE

CORRESPONDENCE DATA

Fax Number: (212)259-6333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ptodocket@dl.com
 Correspondent Name: Monique L. Ribando

CH \$190.00 77337567

900151037

**TRADEMARK
 REEL: 004123 FRAME: 0043**

Address Line 1: 1301 Avenue of the Americas
Address Line 2: Dewey & LeBoeuf LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	020178.17
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	12/31/2009

Total Attachments: 9

source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page1.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page2.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page3.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page4.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page5.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page6.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page7.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page8.tif
source=NY3-3044489v1-PODS – Second Lien Trademark Security Agreement (EXECUTED)#page9.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of December 23, 2009 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of PODS HOLDING, INC., a Delaware corporation, PODS, INC., a Florida corporation, PODS ENTERPRISES, INC., a Florida corporation, and the other subsidiaries of PODS Holding, Inc., from time to time parties hereto (collectively, "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement dated as of December 23, 2009 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Collateral Documents, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

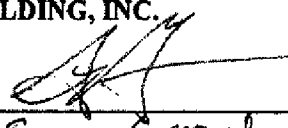
SECTION 4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAWS). THE PROVISIONS OF THE LEASE AGREEMENT UNDER THE HEADINGS "MISCELLANEOUS" AND "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE PODS FINANCING AGREEMENTS.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

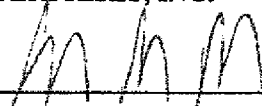
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


PODS HOLDING, INC.

By: 
Name: Simon Gregovich
Title: VP


PODS ENTERPRISES, INC.

By: 
Name: Aaron B. Parker
Title: SR. V.P. / General Counsel

PODS, INC.

By: 
Name: Simon Gregovich
Title: SVP

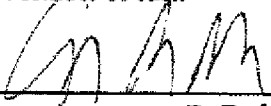
PORTABLE STORAGE CANADA LIMITED

By: 
Name: Aaron B. Parker
Title: VP

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

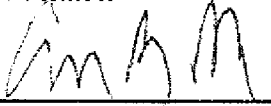
**PODS MANUFACTURING, LLC
PODS OF BIRMINGHAM, LLC
PODS OF CHICAGO, LLC
PODS OF FT. LAUDERDALE, LLC
PODS OF LOS ANGELES, LLC
PODS OF MEMPHIS, LLC
PODS OF MISSISSIPPI, LLC
PODS OF NEW YORK, LLC
PODS OF PORTLAND, LLC
PODS OF SAN DIEGO, LLC
PODS OF SAN FRANCISCO, LLC
PODS OF SEATTLE, LLC
PODS OF SOUTHWEST FLORIDA,
LLC
PODS OF TAMPA BAY, LLC
PODS RAPID RESPONSE, LLC**

By: **PODS ENTERPRISES, INC.,**
the Sole Member of each

By: 
Name: **Aaron B. Parker**
Title: **SR. V.P. / General Counsel**

DALLAS PORTABLE STORAGE, LLC


By: **PODS ENTERPRISES, INC.,**
as its Sole Member

By: 
Name: **Aaron B. Parker**
Title: **SR. V.P. / General Counsel**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


Accepted and Agreed:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Collateral Agent

By: 
Name: *K. J. [unclear]*
Title: *Deputy Assistant Secretary*

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

PODS CANADA, INC.

By: 
Name: Simba Degovich
Title: SVP

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Country	Filed	Appl. No.	Reg. Date	Reg. No.	Status	Classes
1-800-GO-PODS WWW.PODS.COM PORTABLE ON DEMAND STORAGE						
Australia	08/17/2006	1129934			Pending	6, 16, 35, 39
POD						
Australia	01/19/2005	1038265	11/11/2005	1038265	Registered	39
PODS						
Australia	06/08/2005	1076513	05/12/2009	1076513	Registered	6, 16, 39
Australia	05/10/2006	1112980	11/05/2008	1112980	Registered	35
Australia	07/19/2007	1187990			Pending	20
Austria	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Benelux	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Bulgaria	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Canada	03/21/2005	1,251,401	09/12/2006	672,471	Registered	00W
China	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 39
Croatia	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Cyprus	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Czech Republic	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Denmark	06/08/2005	A0001676	06/08/2005	859096	Registered	6,16,39
Estonia	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
European Union	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Federation of Russ	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Finland	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
France	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Georgia	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Germany	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Greece	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Hong Kong	06/16/2005	300440180			Pending	39
Hungary	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Iceland	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Ireland	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Italy	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Japan	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 39
Latvia	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Liechtenstein	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Lithuania	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39

Country	Filed	Appl. No.	Reg. Date	Reg. No.	Status	Classes
Macedonia	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Malta	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Mexico	05/02/2002	545440	11/13/2002	768176	Registered	39
Mexico	05/02/2002	545439	11/13/2002	768175	Registered	16
Mexico	05/02/2002	545438	11/13/2002	768174	Registered	6
Monaco	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Morocco	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
New Zealand	06/16/2005	731239	12/22/2005	731239	Registered	6, 16, 39
New Zealand	05/22/2006	748283	09/13/2007	748283	Registered	6, 16, 35
Norway	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Poland	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Portugal	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Romania	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Singapore	06/08/2005	T0517709D	06/08/2005	859096	Registered	39
Singapore	06/08/2005	T0517707H	06/08/2005	859096	Registered	6
Slovak Republic	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Slovenia	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
South Korea	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Spain	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Sweden	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Switzerland	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Turkey	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
Ukraine	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
United Kingdom	06/08/2005	A0001676	06/08/2005	859096	Registered	6, 16, 39
United States	11/27/2007	77/337,567			Allowed	06, 43
United States	11/11/1998	75/587,426	07/11/2000	2,365,848	Registered	06, 16
United States	09/17/2004	78/485,223	11/01/2205	3,011,459	Registered	39
Wipo			06/08/2005	859096	Registered	6, 16, 39
PODS PORTABLE ON DEMAND STORAGE						
Australia	05/03/2006	1111351	06/15/2009	1111351	Registered	6, 16, 39
United States	05/04/2006	78/876,297	08/11/2009	3,666,828	Registered	06, 39
PODS PORTABLE ON DEMAND STORAGE & Design (Color)						
United States	05/04/2006	78/876,314	09/29/2009	3,689,446	Registered	06, 39
PODS PORTABLE ON DEMAND STOORAGE and Design (Color)						
Canada	11/17/2006	1,324,643	08/18/2008	721,151	Registered	00W
PODS with Design						
United States					Proposed	6, 16, 39
PODZILLA						
United States	03/22/2004	78,388,168	04/04/2006	3,077,552	Registered	07

Country	Filed	Appl. No.	Reg. Date	Reg. No.	Status	Classes
PORTABLE ON DEMAND SHELTER						
United States					Proposed	06, 43
PORTABLE ON DEMAND STORAGE						
United States	02/25/2005	78/574,878	06/10/2008	3,445,140	Registered	39
PORTABLE ON DEMAND STORAGE and Label in Color						
Australia	05/19/2006	1114425			Pending	6, 16, 35, 39