

**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
PACK-RAT PORTABLE MINI-STORAGE, LLC		05/06/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	WASTE MANAGEMENT HOLDINGS, INC.
Street Address:	c/o Waste Management, Inc.
Internal Address:	1001 Fannin Street, Suite 4000
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3225451	1-800-PACK-RAT.COM
Registration Number:	3124156	PACK RAT PORTABLE MINI STORAGE
Registration Number:	3172489	1-800-PACK-RAT
Registration Number:	1641569	PACK-RAT MINI-STORAGE
Registration Number:	1637144	PACK RAT
Registration Number:	3172491	800-PACK-RAT
Registration Number:	3225881	800-PACK-RAT.COM
Registration Number:	3172600	1-800PACKRAT
Registration Number:	3204681	1-800PACKRAT IT'S THAT LIBERATING
Registration Number:	3166805	1-800 PACK RAT THE SIMPLEST WAY TO STORE OR MOVE YOUR STUFF
Registration Number:	3172601	

CH \$340.00 3225451

Registration Number:	3488445	1-800-PACK-RAT
Registration Number:	3615497	1-800-PACK-RAT

**CORRESPONDENCE DATA**

Fax Number: (214)200-0458  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (214) 651-5481  
Email: april.reasoner@haynesboone.com  
Correspondent Name: Kristin C. Timmer  
Address Line 1: Haynes and Boone, LLP  
Address Line 2: 2323 Victory Avenue, Suite 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17674.93
NAME OF SUBMITTER:	Kristin C. Timmer
Signature:	/Kristin C. Timmer/
Date:	05/27/2010

Total Attachments: 8  
source=Trademark Security Agreement#page1.tif  
source=Trademark Security Agreement#page2.tif  
source=Trademark Security Agreement#page3.tif  
source=Trademark Security Agreement#page4.tif  
source=Trademark Security Agreement#page5.tif  
source=Trademark Security Agreement#page6.tif  
source=Trademark Security Agreement#page7.tif  
source=Trademark Security Agreement#page8.tif

**GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), dated as of May 6, 2010 is made by **PACK-RAT PORTABLE MINI-STORAGE, LLC**, a North Carolina limited liability company ("**Obligor**"), in favor of WASTE MANAGEMENT HOLDINGS, INC., a Delaware corporation ("**Secured Party**").

Reference is made herein to that certain Credit Agreement dated as of December 31, 2009, by and among 1-800-Pack-Rat, LLC, a Delaware limited liability company, as borrower, and Secured Party, as lender (as the same may be amended, modified or restated from time to time, the "**Credit Agreement**"; capitalized terms used but not defined herein shall have the meaning given such terms in the Credit Agreement), and the indebtedness, obligations and liabilities owing thereunder or under the other Loan Documents, have been guaranteed by the Guarantors party thereto.

**WHEREAS**, in connection with the Credit Agreement, Obligor has executed and delivered that certain Security Agreement, dated as of December 31, 2009, in favor of Secured Party (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**");

**WHEREAS**, pursuant to the Security Agreement, Obligor pledged and granted to Secured Party a continuing security interest in all Intellectual Property, including, without limitation, the trademarks listed on *Schedule A* hereto (the "**Trademarks**"); and

**WHEREAS**, Obligor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Obligor agrees, for the benefit of Secured Party, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

**SECTION 2. Grant of Security Interest.** Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, all Intellectual Property, including the Trademarks, to Secured Party to secure payment, performance and observance of the Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** Obligor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and


provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 5. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**Remainder of page intentionally left blank  
signature pages follow.**

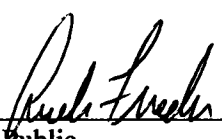
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**PACK-RAT PORTABLE MINI-STORAGE, LLC,**  
a North Carolina limited liability company

By:   
Name: Robert Parov  
Title: President

STATE OF Maryland )  
COUNTY OF Montgomery )      ss

On the 6<sup>th</sup> day of May, 2010, before me personally came Robert Parov, who is personally known to me to be the President of Pack-Rat Portable Mini-Storage, LLC; who, being duly sworn, did depose and say that he is the President in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the members of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

**ANDREW M. FRIEDMAN**  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
2/11/11

(PLACE STAMP AND SEAL ABOVE)

WASTE MANAGEMENT HOLDINGS, INC.,  
a Delaware corporation

By: *John S. Tsai*  
Name: *John S. Tsai*  
Title: *Vice President*

STATE OF *Texas* )  
 )  
COUNTY OF *Harris* )

ss




On the *21st* day of May, 2010, before me personally came *John S. Tsai*, who is personally known to me to be the *Vice President* of Waste Management Holdings, Inc.; who, being duly sworn, did depose and say that he is the *Vice President* in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Connie Cottrhan*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)


**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial No.</b>	<b>Mark</b>	<b>Goods/Services</b>	<b>Filing Date</b>	<b>PTO In'tl. Class</b>	<b>Status</b>
76/639,848	1-800-PACK-RAT.COM	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	June 1, 2005	35	Registration No. 3,225,451; Issued: April 3, 2007
76/639,838	PACK RAT PORTABLE MINI STORAGE AND DESIGN  PORTABLE MINI STORAGE	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	June 2, 2005	35	Registration No. 3,124,156; Issued: August 1, 2006
78/660,496	1-800-PACK-RAT	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	June 29, 2005	35	Registration No. 3,172,489; Issued: November 14, 2006
74/020,195	PACK-RAT MINI STORAGE and DESIGN	PROVIDING SELF-STORAGE AND WAREHOUSING SERVICES TO THE PUBLIC	January 18, 1990	39	Registration No. 1,641,569, Issued: April 16, 1991
74/019,020	PACK RAT	PROVIDING SELF-STORAGE AND WAREHOUSING SERVICES TO THE PUBLIC	January 16, 1990	39	Registration No. 1,637,144; Issued: March 5, 1991

Serial No.	Mark	Goods/Services	Filing Date	PTO In'tl. Class	Status
78/660,712	800-PACK-RAT	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	June 29, 2005	35	Registration No. 3,172,491; Issued: November 14, 2006
78/660,716	800-PACK-RAT.COM	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	June 29, 2005	35	Registration No. 3,225,881; Issued: April 3, 2007
78/753,040	1-800PACK RAT AND DESIGN	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	November 14, 2005	35	Registration No. 3,172,600; Issued: November 14, 2006
78/753,050	1-800PACK RAT IT'S THAT LIBERATING AND DESIGN	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	November 14, 2005	35	Registration No. 3,204,681; Issued: January 30, 2007



Serial No.	Mark	Goods/Services	Filing Date	PTO In'tl. Class	Status
78/753,059	1-800PACK RAT THE SIMPLEST WAY TO STORE OR MOVE YOUR STUFF AND DESIGN	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	November 14, 2005	35	Registration No. 3,166,805; Issued: October 31, 2006
78/753,077	DESIGN 	PORTABLE SELF-STORAGE, SELF-STORAGE AND WAREHOUSING SERVICES	November 14, 2005	35	Registration No. 3,172,601; Issued: November 14, 2006
77/378,509	1-800-PACK-RAT	Collection and removal of household and commercial items and construction debris for others	January 23, 2008	39	Registration No. 3,488,445 Issued: August 19, 2008
77/578,592	1-800-PACK-RAT	Moving and storage services	September 25, 2008	39	Registration No. 3,615,497 Issued: May 5, 2009

Serial No.	Mark	Country	Filing Date	PTO In'tl. Class	Status
1,281,393	1-800-PACK-RAT.COM	Canada	November 30, 2005	35	Allowed; declaration of use to be filed
1,281,394	1-800-PACK-RAT	Canada	November 30, 2005	35	Allowed; declaration of use to be filed
1,284,131	Logo	Canada	November 30, 2005	35	First extension approved; declaration of use to be filed
4875274	DESIGN	Community Trademark	February 2, 2006	35	Registration No. 004875274; issued January 26, 2007
5648597	PACK-RAT	Community Trademark	January 29, 2007	35	Registration No. 5648597, issued January 14, 2008
1155795	PACK-RAT	Australia	January 10, 2007	35	Registration No. 1155795, issued August 20, 2007
1155816	DESIGN (LOGO)	Australia	January 10, 2007	35	Registration No. 1155816, issued August 20, 2007
761789	PACK-RAT	New Zealand	January 10, 2007	35	Registration No. 761789, issued July 27, 2007
761794	DESIGN (LOGO)	New Zealand	January 10, 2007	35	Registration No. 761794, issued July 27, 2007

Schedule A