

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.	FORMERLY LaSalle Bank National Association	07/07/2010	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pac-Van, Inc.		
<b>Street Address:</b>	2995 South Harding Street		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46225		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3383829	WE'VE PUT THOUSANDS OF U.S. BUSINESSES IN SPACE	
Registration Number:	1287296	PAC-VAN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(317)684-5173		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-684-5362		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day, Bose McKinney & Evans		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	16185-0002		
NAME OF SUBMITTER:	Jennifer L. Day		
Signature:	/Jennifer L. Day/		

OP \$65.00 3383829

**TRADEMARK**

Date:

07/19/2010

Total Attachments: 3

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## PAYOFF AND RELEASE LETTER

July 7, 2010

### VIA OVERNIGHT COURIER

Pac-Van, Inc.  
Attn: Ted Mourouzis  
2995 S. Harding Street  
Indianapolis, Indiana 46225

GFN North America Corp.  
Attn: Christopher A. Wilson  
39 East Union Street  
Pasadena, California 91103

Re: Payoff of Obligations under Amended and Restated Credit Agreement dated as of August 23, 2007 (as amended, the "Credit Agreement"), executed by Pac-Van, Inc. and the Lenders

Dear Mr. Mourouzis:

You have informed us that you desire to prepay the Obligations under the Credit Agreement, in full, on or after July 7, 2010 (the "Payoff Date"). This letter constitutes our statement of the requirements in order for you to pay the Obligations under the Credit Agreement in full on the Payoff Date (assuming no change in the principal balance of the Loans from the date of this letter). Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement.

As of the Payoff Date, you will owe the following to the Lenders with respect to the Obligations under the Credit Agreement (as may be adjusted in accordance with the following paragraph, the "Payoff Sum"):

Principal Balance	\$66,600,000.00
Interest and LC Fees Due and Payable	\$36,075.00
Unused Fee	\$1,344.20
Letter of Credit Fees	\$446.40
Legal Fees (See below for payment instructions)	\$2,000.00
Total	\$66,639,865.60

In addition, for each day after the Payoff Date, additional interest shall accrue and be payable in the amount of \$6,268.29 per day and added to the Payoff Sum until the Obligations under the Credit Agreement are paid in full, subject to changes in our Prime Rate or other

applicable rate index, if any, prior to our receipt of the Payoff Sum. The Payoff Sum must be received by us, in immediately available funds, by 3:00 P.M. (Eastern time) on the Payoff Date in order for you to avoid an additional day's interest. We reserve the right to revise and notify you of any change in the Payoff Sum due to unforeseen circumstances, calculation errors, and amounts payable by you, which are not included in the Payoff Sum or otherwise.

Payment of the Payoff Sum, other than the Legal Fees, should be made by wire transfer to Bank of America, N.A., via the following instructions:

Bank of America, N.A.  
ABA #026009593  
Account #3750836479  
Reference: Pac-Van  
Attn: Sue Pfohl

Payment of the Legal Fees should be made by wire transfer to Bose McKinney & Evans LLP via the following instructions:

M&I Marshall & Ilsley Bank  
Milwaukee, WI  
ABA #274070439  
Bank Account Name: Bose McKinney & Evans Escrow Account  
Account #010075203  
Swift Code: MARLUS44

In addition, the following Letter of Credit is currently outstanding (the "Existing Letter of Credit"):

<u>Letter of Credit No.</u>	<u>Amount</u>	<u>For the Benefit of</u>
___ 68045742 ___	\$ ___ 789,984.00 ___	___ CNA Surety Company ___

Subject to the terms hereof, upon payment in full of the Payoff Sum in immediately available funds and return of the original undrawn Existing Letter of Credit to Bank of America, N.A. at Global Trade Operations, Attention: Standby Letter of Credit, 1 Fleet Way, Scranton, Pennsylvania 18507, any and all commitments by the Lenders to lend to you shall be terminated, any liens and security interests we hold as to any of your property in connection with the Credit Agreement shall be terminated, and all of the Loan Parties' Obligations under the Credit Agreement shall be satisfied, terminated and released, except for such provisions which expressly survive such termination. This letter is furnished upon consideration that in the event of an error or omission, the Lenders do not in any way prejudice their rights and/or entitlement to all moneys due under the terms of the Credit Agreement and/or related documents.

Pac-Van, Inc.  
Page 3  
July 7, 2010

After our receipt of the Payoff Sum in immediately available funds and return of the original undrawn Existing Letter of Credit, you or such other persons as you designate shall be authorized to file satisfactions/terminations and Uniform Commercial Code amendments terminating our liens and security interests in your property as evidenced by the Uniform Commercial Code financing statements set forth on Exhibit A attached hereto. Copies of any recorded termination documents will be provided upon request.

If the Payoff Sum is not received by us, in immediately available funds, by 3:00 p.m. (Eastern time) on July 16, 2010, this Payoff and Release Letter shall terminate and be of no further force or effect.

Very truly yours,

**BANK OF AMERICA, N.A**

By: \_\_\_\_\_



Bijon D. Jalaie, Vice President