

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
BakerCorp		06/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3165824	BAKER PUMPS	
Registration Number:	3513561	ADDRESS WALSH	
Serial Number:	77043367	BAKERCORP	
Serial Number:	77212155	BAKER TANKS	
CORRESPONDENCE DATA			
Fax Number:	(650)213-8158		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6502130336		
Email:	cishihara@whitecase.com		
Correspondent Name:	Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1111779-2172		
NAME OF SUBMITTER:	Christina Ishihara		

OP \$115.00 3165824

900193595

TRADEMARK
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Signature:	/Christina Ishihara/
Date:	06/06/2011
Total Attachments: 9 source=Baker - Executed Trademark Security Agreement - 4#page1.tif source=Baker - Executed Trademark Security Agreement - 4#page2.tif source=Baker - Executed Trademark Security Agreement - 4#page3.tif source=Baker - Executed Trademark Security Agreement - 4#page4.tif source=Baker - Executed Trademark Security Agreement - 4#page5.tif source=Baker - Executed Trademark Security Agreement - 4#page6.tif source=Baker - Executed Trademark Security Agreement - 4#page7.tif source=Baker - Executed Trademark Security Agreement - 4#page8.tif source=Baker - Executed Trademark Security Agreement - 4#page9.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 1, 2011, made by BakerCorp (the "Pledgor") in favor of Deutsche Bank AG New York Branch, as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the U.S. Borrower, Holdings, the Subsidiary Guarantors party thereto, the Lenders from time to time party thereto, the Administrative Agent and the other parties thereto. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Pursuant to the Pledge and Security Agreement, the Pledgor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined in this Agreement has the meaning given or ascribed to it in the Pledge and Security Agreement. The rules of construction specified in Section 1.2 of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Pledgor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world;

(b) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(c) all extensions and renewals of the foregoing;

(d) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill; and

(e) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

provided that, in no event shall the Trademark Collateral include, and Pledgor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Pledgor's right, title or interest in any trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

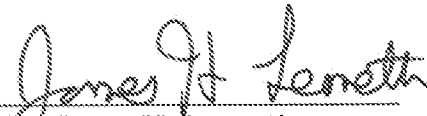
SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means, including PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BAKERCORP

By: 
Name: James H. Leonetti
Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: **Marcus M. Tarkington**
Title: **Director**

By: 
Name: **Michael Getz**
Title: **Vice President**

[BakerCorp – Signature Page to Trademark Security Agreement]

TRADEMARK
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**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademarks:

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
BakerCorp	BAKER PUMPS & Design (US)	January 7, 2002/October 31, 2006	Registered	78101334/ 3165824
BakerCorp	ANDRESS WALSH (US)	June 21, 2007/October 7, 2008	Registered	77212152/ 3513561
BakerCorp	BAKERCORP & Design (US)	November 14, 2006	Pending	77043367
BakerCorp	BAKER TANKS Stylized (US)	June 21, 2007	Pending	77212155
BakerCorp	BAKERCORP & Design (Canada)	December 1, 2006	Pending	1326562
BakerCorp	BAKERCORP & Design (Mexico)	February 19, 2007/August 3, 2007	Registered	837007/ 996035
BakerCorp	BAKERCORP & Design (Mexico)	February 19, 2007/ October 24, 2008	Registered	837005/ 1068461
BakerCorp	BAKERCORP & Design (Mexico)	February 19, 2007/February 22, 2008	Registered	837006/ 1025614

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
BakerCorp	BAKERCORP & Design (Mexico)	February 19, 2007/October 30, 2008	Registered	1069673
BakerCorp	BAKERCORP & Design (Mexico)	November 28, 2008/March 10, 2009	Registered	977107/ 1089112
BakerCorp	BAKERCORP & Design (Mexico)	February 19, 2007/November 19, 2009	Registered	837004/ 1130911

Trademark Licenses

The Trade-Mark License Agreement between BakerCorp and BakerCorp Canada, dated as of February 1, 2011.

DOMAIN NAMES

Hosting and Domain Name Registration

www.bakercorp.com	www.bakercorp.eu
www.bakercorp.org	www.bakercorp.nl
www.bakertanks.com	www.bakercorp.de
www.bakerpumps.com	www.bakercorp.fr
www.bakerfiltration.com	www.bakercorp.ac
www.andresswalsh.com	

Domain Name Registration- No Hosting

www.bakertanks.info	www.bakercorp.be
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www.bakerpumps.biz	www.bakercorp.co.uk
www.bakerpumps.de	www.bakercorp.es
www.bakerpumps.eu	www.bakercorp.it
www.bakerpumps.info	www.fractanks.eu
www.bakertanks.eu	www.fractank.eu
www.mietttanks.de	www.bakertanks.de
www.bakercorp.ca	www.fractank.de
www.tankhuren.nl	www.fractanks.de
www.fractanks.nl	www.bakertanken.nl
www.huurtank.nl	www.huurtanks.nl
www.fractank.nl	www.bakertanks.fr
www.fractanks.fr	www.fractank.fr
www.tanksbaker.fr	www.tankbeker.fr
www.bakertanks.net	bakerequipmentrentals.biz
www.bakerpumps.org	bakerequipmentrentals.info
www.bakertanks.biz	bakerequipmentrentals.net
www.bakertanks.net	bakerequipmentrentals.org
www.bakertanks.org	bakerequipmentrentals.us
www.stainlessindustrial.com	bakerfiltration.biz
bakerfiltration.info	bakerfiltration.com
bakereducation.com	bakerfiltration.net
bakerfiltration.us	bakerfiltration.org
bakercorp.biz	bakerrentals.biz
bakercorp.info	bakerrentals.info

bakercorp.net	bakerrentals.org
bakercorp.org	bakerrentals.us
bakercorp.us	bakerrentalservices.biz
bakerrentalservices.com	bakerrentalservices.info
bakerrentalservices.net	bakerrentalservices.org
bakerrentalservices.us	bakerrents.biz
bakerrents.com	bakerrents.info
bakerrents.net	bakerrents.org
bakerrents.us	bakersolution.com
rentbaker.com	

Redirects to Bakercorp.com

trench-rescue.com
trenchrescue.org
fractanksrental.com
rentalfractank.com
rentalfractanks.com
www.rentalfiltration.com
www.bakercorp.ca
www.bettercallbaker.com