

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACK-RAT PORTABLE MINI-STORAGE, LLC		12/16/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	Wells Fargo Capital Finance, LLC
Street Address:	100 Park Avenue
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: 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: (215)564-8120
Phone: 215-564-8602
Email: Svictor@stradley.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Sheila Victor for Rebecca Feinberg, Esq.
Address Line 1: Stradley Ronon Stevens & Young, LLP
Address Line 2: 2005 Market Street, Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	185535-0009
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	12/21/2011

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made this 16th day of December, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 16, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**") by and among 1-800-Pack-Rat, LLC, a Delaware limited liability company, as borrower ("**Borrower**"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "**Lender**" and, collectively, the "**Lenders**"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 16, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

a. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;

b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT**

TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN THE COUNTY OF NEW YORK, STATE OF NEW YORK IN ACCORDANCE WITH THIS SECTION 9.

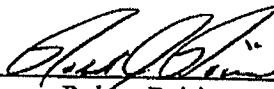
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

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

By: 
Name: Robert Poirier
Title: President and CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

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

By: _____

Name: Robert Poirier

Title: President and CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company


By: _____

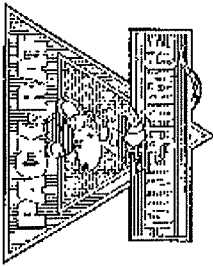


Name: Robert H. Milhoret


Title: Director




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


Trademark Registrations/Applications

Owner	Country	Mark	Application No./Serial No.	Filing Date	Registration No.	Issue Date
Pack-Rat Portable Mini-Storage, LLC	United States	1-800-PACK-RAT.COM	76/639,848	6/1/2005	3,225,451	4/3/2007
Pack-Rat Portable Mini-Storage, LLC	United States	PACK RAT PORTABLE MINI STORAGE AND DESIGN 	76/639,838	6/1/2005	3,124,156	8/1/2006
Pack-Rat Portable Mini-Storage, LLC	United States	1-800-PACK-RAT	78/660,496	6/29/2005	3,172,489	11/14/2006
Pack-Rat Portable Mini-Storage, LLC	United States	PACK-RAT MINI STORAGE and DESIGN	74/020,195	1/18/1990	1,641,569	4/16/1991
Pack-Rat Portable Mini-Storage, LLC	United States	PACK RAT	74/019/020	1/16/1990	1,637,144	3/5/1991
Pack-Rat Portable Mini-Storage, LLC	United States	800-PACK-RAT	78/660,712	6/29/2005	3,172,491	11/14/2006

Owner	Country	Mark	Application No./Serial No.	Filing Date	Registration No.	Issue Date
Pack-Rat Portable Mini-Storage, LLC	United States	800-PACK-RAT.COM 	78/660,716	6/29/2005	3,225,881	4/3/2007
Pack-Rat Portable Mini-Storage, LLC	United States	1-800PACKRAT AND DESIGN 	78/753,040	11/14/2005	3,172,600	11/14/2006
Pack-Rat Portable Mini-Storage, LLC	United States	1-800PACKRAT IT'S THAT LIBERATING AND DESIGN 	78/753,050	11/14/2005	3,204,681	1/30/2007

Owner	Country	Mark	Application No./Serial No.	Filing Date	Registration No.	Issue Date
Pack-Rat Portable Mini-Storage, LLC	United States	<p>1-800PACK RAT THE SIMPLEST WAY TO STORE OR MOVE YOUR STUFF AND DESIGN</p> 	78/753,059	11/14/2005	3,166,805	10/31/2006
Pack-Rat Portable Mini-Storage, LLC	United States	<p>DESIGN</p> 	78/753,077	11/14/2005	3,172,601	11/14/2006
Pack-Rat Portable Mini-Storage, LLC	United States	1-800-PACK-RAT	77/378,509	1/23/2008	3,488,445	8/19/2008
Pack-Rat Portable Mini-Storage, LLC	United States	1-800-PACK-RAT	77/578,592	9/25/2008	3,615,497	5/5/2009
Pack-Rat Portable Mini-Storage, LLC	Canada	1-800-PACK-RAT.COM	1,281,393	11/30/2005	Allowed; declaration of use to be filed	
Pack-Rat Portable Mini-Storage, LLC	Canada	1-800-PACK-RAT	1,281,394	11/30/2005	Allowed; declaration of use to be filed	

Owner	Country	Mark	Application No./Serial No.	Filing Date	Registration No.	Issue Date
Pack-Rat Portable Mini-Storage, LLC	Canada	Logo 	1,284,131	12/21/2005	Allowed; declaration of use to be filed	
Pack-Rat Portable Mini-Storage, LLC	European Community Trademark	DESIGN 	4875274	2/2/2006	004875274	1/26/2007
Pack-Rat Portable Mini-Storage, LLC	European Community Trademark	PACK-RAT	5648597	1/29/2007	5648597	1/14/2008
Pack-Rat Portable Mini-Storage, LLC	Australia	PACK-RAT	1155795	1/10/2007	1155795	8/20/2007
Pack-Rat Portable Mini-Storage, LLC	Australia	DESIGN (LOGO) 	1155816	1/10/2007	1155816	8/20/2007
Pack-Rat Portable Mini-Storage, LLC	New Zealand	PACK-RAT	761789	1/10/2007	761789	7/27/2007

Owner	Country	Mark	Application No./Serial No.	Filing Date	Registration No.	Issue Date
Pack-Rat Portable Mini-Storage, LLC	New Zealand	DESIGN (LOGO) 	761794	1/10/2007	761794	7/27/2007

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

1. Trademark Agreement, dated as of February 24, 2005, as amended, by and between Pack-Rat Portable Mini-Storage, LLC and Trade Products Associates.
2. Software License and Services Agreement, dated as of October 17, 2008, by and between 1-800-Pack-Rat, LLC and Sitelink Software, LLC.
3. Inter-Market Software Development Agreement, dated as of November 24, 2008, by and between 1-800-Pack-Rat, LLC and Moving Treasures Incorporated.
4. Trademark Co-Existence Agreement, dated as of August 30, 2007, by and between 1-800-Pack-Rat, LLC, Pack-Rat Portable Mini-Storage, LLC, Pack-Rat Charleston, Pack Rat North, Oakbrook Properties and Pack Rat Snellville.
5. License Agreement dated as of July 1, 2008 by and between 1-800-Pack-Rat, LLC and Pack-Rat Portable Mini-Storage, LLC.

Franchise Agreements

Franchisee	Franchise Agreement Date	Territory
TD of Nashville, LLC	September 30, 2007	Nashville 1
TD of Indianapolis, LLC	October 31, 2006	Indianapolis 2
Pack M, LLC	September 1, 2008	Raleigh 2
Pack M, LLC	September 1, 2008	Greensboro
Pack M, LLC	September 1, 2008	Charlotte 1
Pack M, LLC	April 30, 2007	Wilmington/Jacksonville
CoKaMo, LLC	April 1, 2006	Denver 2
CoKaMo, LLC	October 2008	Kansas City 3

CoKaMo, LLC	August 31, 2008	St. Louis 1
CoKaMo, LLC	October 2008	Phoenix 4
CoKaMo, LLC	December 30, 2008	Denver 1
CoKaMo, LLC	December 30, 2008	Phoenix 3
CoKaMo, LLC	October 2008	Denver 3
CoKaMo, LLC	April 1, 2006	Phoenix 5
Sonsopete III, LLC	June 1, 2008	Philadelphia 8
Sonsopete II, LLC	May 1, 2008	Monmouth/Ocean 1
Sonsopete III, LLC	December 15, 2008	Philadelphia 1
Sonsopete, LLC	August 2006	Philadelphia 4
Sonsopete II, LLC	August 2006	Trenton/Middlesex 1
Sonsopete II, LLC	October 1, 2007	Monmouth/Ocean 2
Sonsopete III, LLC	April 1, 2007	Philadelphia 7