

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Box 4 U, LLC		12/31/2014	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	5001 Spring Valley Road, Suite 153 West		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3466973	A BOX 4 U	
Registration Number:	4250973	SAFETY S SUITE	
Serial Number:	86244516	LEASEFLEET	
Serial Number:	86244534	SAFETYSUITE	
Serial Number:	86244542	REDGUARD	
Serial Number:	86244547	REDGUARD	
Serial Number:	86247507	SITEBOX STORAGE	
Serial Number:	86244494	REDBILT	
Serial Number:	86244503	COVERSIX SHELTERS	
Serial Number:	86247502		
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Erin B. Roth		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski LLP		

OP \$265.00 3466973

Address Line 4: Dallas, TEXAS 75201-2784	
ATTORNEY DOCKET NUMBER:	11106958 - AB4U
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	12/31/2014
Total Attachments: 7 source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page1.tif source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page2.tif source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page3.tif source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page4.tif source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page5.tif source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page6.tif source=Regions - AB4U - Amended and Restated Trademark Security Agreement#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 31st day of December, 2014, by and between **A BOX 4 U, LLC**, a Kansas limited liability company ("Grantor"), and **REGIONS BANK**, as administrative and collateral agent (together with any successor(s) thereto in such capacity, the "Agent") on behalf of the Secured Parties (as defined in the Credit Agreement referenced herein).

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement dated as of October 25, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Loan Agreement") by and between Grantor and Regions Bank, an Alabama bank ("Regions") as lender (the "Existing Lender"); and

WHEREAS, pursuant to the Existing Loan Agreement, the Grantor has entered into that certain Trademark Security Agreement dated as of October 25, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Security Agreement"); and

WHEREAS, the Grantor and the Agent have entered into that certain Amended and Restated Credit and Security Agreement dated as of December 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, certain of its Subsidiaries from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders"), and the Agent, pursuant to which (i) the Existing Loan Agreement has been amended and restated in its entirety, and (ii) the Lenders have extended Commitments to make Loans to the Borrower and to issue or participate in Letters of Credit on behalf of the Borrower; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent this 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, 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 Credit Agreement. The rules of construction specified in Sections 1.3 and 1.4 of the Credit Agreement also apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally re-grants, re-assigns, and re-pledges to Agent on behalf of and for the ratable benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of 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 trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all applications filed in the United States in connection therewith (which, in the case of any applications filed under an intent-to-use, is conditioned on the filing of a Statement of Use or an Amendment to Allege Use), in the United States Patent and Trademark Office, and all renewals thereof owned by Grantor, including those listed on Schedule I (the “Trademarks”);

(b) any written U.S. license agreement of Grantor with any Person granting to any third party any right to use any Trademark now or hereafter owned by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any trademark now or hereafter owned by any third party, subject to the terms and conditions of any such license agreement, including without limitation, restrictions on granting the Security Interest or transferring Grantor’s interest therein, and all rights of Grantor under any such agreement, including those listed on Schedule I hereto (each a “License”);

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any 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 License of Trademarks.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Amended and Restated Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to

so modify this 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 Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

7. **CHOICE OF LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

8. **INCORPORATION OF CREDIT AGREEMENT PROVISIONS.** Sections 16.16 and 16.17 of the Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

9. **AMENDMENT AND RESTATEMENT OF EXISTING TRADEMARK SECURITY AGREEMENT.** This Agreement is an amendment and restatement of the Existing Trademark Security Agreement, and this Agreement is not a novation of the Existing Trademark Security Agreement. The rights, titles, Liens, security interests, and assignments created and granted by the Existing Trademark Security Agreement are hereby renewed, continued, amended, restated and supplemented to the fullest extent legally permitted, and nothing contained herein is intended to impair or extinguish the Liens, security interests, assignments, privileges and priorities of the Existing Trademark Security Agreement, as hereby amended and restated, and such Liens, security interests, assignments and privileges are and will remain in full force and effect. The parties hereto expressly recognize and confirm their intent to continue the effectiveness and priority of the Liens, security interests, assignments and privileges granted under the Existing Trademark Security Agreement, as hereby renewed, extended, and modified to secure the Obligations.


[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

A BOX 4 U, LLC

a Kansas limited liability company

By: 
Name: Jeff M. Lange
Its: Manager

AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

REGIONS BANK

By: 

Name: James D. Anderson



Title: Managing Director


[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005432 FRAME: 0984**

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Grantor	Application No./ Date	Registration No./ Date
A BOX 4 U	A Box 4 U, LLC	77333105 Nov. 19, 2007	3466973 Jul. 15, 2008
SAFETY S SUITE (stylized) 	A Box 4 U, LLC	85390957 Aug. 05, 2011	4250973 Nov. 27, 2012
LEASEFLEET	A Box 4 U, LLC, DBA RedGuard	86244516 Apr. 07, 2014	N/A
SAFETYSUITE	A Box 4 U, LLC, DBA RedGuard	86244534 Apr. 07, 2014	N/A
REDGUARD	A Box 4 U, LLC, DBA RedGuard	86244542 Apr. 07, 2014	N/A
REDGUARD & Design  REDGUARD	A Box 4 U, LLC, DBA RedGuard	86244547 Apr. 07, 2014	N/A

Mark	Grantor	Application No./ Date	Registration No./ Date
SITEBOX STORAGE	A Box 4 U, LLC, DBA RedGuard	86247507 Apr. 09, 2014	N/A
REDBILT	A Box 4 U, LLC, DBA RedGuard	86244494 Application Filing Date: Apr. 07, 2014	N/A
COVERSIX SHELTERS	A Box 4 U, LLC, DBA RedGuard	86244503 Application Filing Date: Apr. 07, 2014	N/A
Design 	A Box 4 U, LLC, DBA RedGuard	86247502 Apr. 09, 2014	N/A

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Licenses of Trademarks

None.

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