

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APLPD BIDCO, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
APLPD HOLDCO III, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
STORAPOD HOLDING COMPANY, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
PODS HOLDING, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS ENTERPRISES, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF BALTIMORE, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF BIRMINGHAM, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF CAROLINA, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF CHICAGO, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF CINCINNATI, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF FT. LAUDERDALE, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF LOS ANGELES, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF LOUISVILLE, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF MEMPHIS, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF MIAMI, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF MINNESOTA, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF MISSISSIPPI, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA

CH \$190.00 2365848

Name	Formerly	Execution Date	Entity Type
PODS OF NEW ENGLAND, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF NEW JERSEY, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF NEW YORK, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF PENSACOLA, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF PHILADELPHIA, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF PORTLAND, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF SAN DIEGO, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF SAN FRANCISCO, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF SEATTLE, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF SOUTHWEST FLORIDA, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF TAMPA BAY, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
PODS OF WASHINGTON, LLC		02/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
DALLAS PORTABLE STORAGE, LLC		02/02/2015	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1 NEW YORK PLAZA
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2365848	PODS
Registration Number:	3011459	PODS
Registration Number:	3666828	PODS PORTABLE ON DEMAND STORAGE
Registration Number:	3689446	PODS PORTABLE ON DEMAND STORAGE
Serial Number:	86318814	PODS. MOVING & STORAGE, SOLVED.
Registration Number:	3077552	PODZILLA

TRADEMARK

REEL: 005451 FRAME: 0644

Property Type	Number	Word Mark
Registration Number:	3445140	PORTABLE ON DEMAND STORAGE
CORRESPONDENCE DATA Fax Number: 2123037064 <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: 212.318.6824 Email: christinedionne@paulhastings.com Correspondent Name: Christine Dionne c/o Paul Hastings LLP Address Line 1: 75 East 55th Street Address Line 4: New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79024.00015 (SECOND LIEN)	
NAME OF SUBMITTER:	Christine Dionne	
SIGNATURE:	/Christine Dionne/	
DATE SIGNED:	02/03/2015	
Total Attachments: 40 source=Project Python Second Lien IP Security Agreement#page1.tif source=Project Python Second Lien IP Security Agreement#page2.tif source=Project Python Second Lien IP Security Agreement#page3.tif source=Project Python Second Lien IP Security Agreement#page4.tif source=Project Python Second Lien IP Security Agreement#page5.tif source=Project Python Second Lien IP Security Agreement#page6.tif source=Project Python Second Lien IP Security Agreement#page7.tif source=Project Python Second Lien IP Security Agreement#page8.tif source=Project Python Second Lien IP Security Agreement#page9.tif source=Project Python Second Lien IP Security Agreement#page10.tif source=Project Python Second Lien IP Security Agreement#page11.tif source=Project Python Second Lien IP Security Agreement#page12.tif source=Project Python Second Lien IP Security Agreement#page13.tif source=Project Python Second Lien IP Security Agreement#page14.tif source=Project Python Second Lien IP Security Agreement#page15.tif source=Project Python Second Lien IP Security Agreement#page16.tif source=Project Python Second Lien IP Security Agreement#page17.tif source=Project Python Second Lien IP Security Agreement#page18.tif source=Project Python Second Lien IP Security Agreement#page19.tif source=Project Python Second Lien IP Security Agreement#page20.tif source=Project Python Second Lien IP Security Agreement#page21.tif source=Project Python Second Lien IP Security Agreement#page22.tif source=Project Python Second Lien IP Security Agreement#page23.tif source=Project Python Second Lien IP Security Agreement#page24.tif source=Project Python Second Lien IP Security Agreement#page25.tif source=Project Python Second Lien IP Security Agreement#page26.tif source=Project Python Second Lien IP Security Agreement#page27.tif source=Project Python Second Lien IP Security Agreement#page28.tif		

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is made to the Intercreditor Agreement, dated as of February 2, 2015, (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Holdings, the Borrower, the other subsidiaries of the Borrower party thereto and Morgan Stanley Senior Funding, Inc., as First Lien Administrative Agent (as defined therein) and Second Lien Administrative Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the secured parties hereunder, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other secured parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated February 2, 2015, is made by the persons listed on the signature pages hereof (each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., acting through one or more of its branches or any Affiliate thereof, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Second Lien Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of February 2, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), with Holdings, the Borrower, the other Credit Parties party thereto, Morgan Stanley Senior Funding, Inc., as the Administrative Agent and Collateral Agent and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of February 2, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”), by and among the Grantors, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or

enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor's right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) the copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APLPD BIDCO, LLC

By: _____

Name: John Sheedy

Title: Authorized Person

AFLPD HOLDCO III, LLC

By: _____

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0650

STORAPOD HOLDING COMPANY, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0651

PODS HOLDING, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0652

PODS, LLC

By: _____

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0653

PODS ENTERPRISES, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0654

PODS OF BALTIMORE, LLC

By: _____

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0655

PODS OF BIRMINGHAM, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0656

PODS OF CAROLINA, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0657

PODS OF CHICAGO, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0658

PODS OF CINCINNATI, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0659

PODS OF FT. LAUDERDALE, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0660

PODS OF LOS ANGELES, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0661

PODS OF LOUISVILLE, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0662

PODS OF MEMPHIS, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0663

PODS OF MIAMI, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0664

PODS OF MINNESOTA, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0665

PODS OF MISSISSIPPI, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0666

PODS OF NEW ENGLAND, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0667

PODS OF NEW JERSEY, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0668

PODS OF NEW YORK, LLC

By: 

Name: John Sheedy

Title: Authorized Person

PODS OF PENSACOLA, LLC

By: _____

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0670

PODS OF PHILADELPHIA, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0671

PODS OF PORTLAND, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0672

PODS OF SAN DIEGO, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0673

PODS OF SAN FRANCISCO, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0674

PODS OF SEATTLE, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0675

PODS OF SOUTHWEST FLORIDA, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement.

PODS OF TAMPA BAY, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0677

PODS OF WASHINGTON, LLC

By: 

Name: John Sheedy

Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0678

DALLAS PORTABLE STORAGE, LLC

By: 

Name: John Sheedy

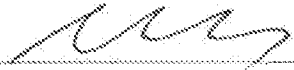
Title: Authorized Person

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0679

ACKNOWLEDGED AND ACCEPTED:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Nicholas Romig
Title: Authorized Signatory

Signature Page to Second Lien IP Security Agreement

TRADEMARK
REEL: 005451 FRAME: 0680

Schedule A
Patents and Patent Applications

OWNER	COUNTRY	PATENT NO.	ISSUED	TITLE
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	United States	6,071,062	6/6/2000	AN APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	United States	6,155,770	12/5/2000	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	United Sates	7,811,044	10/12/2010	APPARATUS FOR LIFTING, HANDLING AND TRANSPORTING A CONTAINER
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	Germany	1871641	2/16/2011	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	Ireland	1871641	2/16/2011	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	United Kingdom	1871641	2/16/2011	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	France	1871641	2/16/2011	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Canada	2309295	7/15/2003	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Austria	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Belgium	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	France	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Switzerland	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Germany	60037454	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Spain	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	United Kingdom	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Ireland	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Italy	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Mexico	232202	11/16/2005	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING

OWNER	COUNTRY	PATENT NO.	ISSUED	TITLE
				A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Netherlands	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Portugal	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Sweden	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Denmark	1259398	12/12/2007	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER
PODS, LLC (f/k/a PODS, Inc.)	Hong Kong	HK1050880	4/11/2008	APPARATUS FOR LIFTING, HANDLING, AND TRANSPORTING A CONTAINER

Schedule B**Trademark and Service Mark Registrations and Applications**

GRANTOR	DESCRIPTION OF TRADEMARK/SERVICE MARK	JURISDICTION(S)	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	1-800-GO-PODS WWW.PODS.COM PORTABLE ON DEMAND STORAGE	Australia	1129934	3/01/2010
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	HIRAPODS	United Kingdom	2267270	9/21/2001
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	POD	Australia	1038265	11/21/2005
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Australia	1076513	5/12/2009
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Australia	1112980	11/5/2008
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Australia	1187990	4/1/2010
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Bahrain	80846	4/8/2010
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Canada	672,471	9/12/2006
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Hong Kong	300440180	6/16/2005
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	India	2238607	Pending Application Filed 11/23/2011
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	India	2238606	Pending Application Filed 11/23/2011
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Kuwait	93364	3/13/2011
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Mexico	1328669	11/20/2012
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Mexico	1328670	11/20/2012
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	New Zealand	731239	12/22/2005
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	New Zealand	748283	9/13/2007

GRANTOR	DESCRIPTION OF TRADEMARK/SERVICE MARK	JURISDICTION(S)	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Austria Benelux Bulgaria China Croatia Cyprus Czech Republic Denmark Estonia European Union Finland France Germany Greece Georgia Hungary Iceland Ireland Italy Japan Latvia Liechtenstein Lithuania Macedonia Malta Monaco Morocco Norway Poland Portugal Romania Russia Singapore Slovak Republic Slovenia South Korea Spain Sweden Switzerland Turkey Ukraine United Kingdom WIPO	859096	6/8/2005
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Oman	61952	5/13/2011
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Qatar	26500	Pending Application Filed 6/2/2010
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Saudi Arabia	1293/43	11/17/2011

GRANTOR	DESCRIPTION OF TRADEMARK/SERVICE MARK	JURISDICTION(S)	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
Enterprises, Inc.)				
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United Arab Emirates	161002	12/7/2011
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United Kingdom	2262137	6/7/2002
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United States	2,365,848	7/11/2000
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United States	3,011,459	11/1/2005
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS (stylized)	Mexico	1357327	3/25/2013
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS (stylized)	Mexico	1361449	4/18/2013
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS PORTABLE ON DEMAND STORAGE	Australia	1111351	6/15/2009
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS PORTABLE ON DEMAND STORAGE	United States	3,666,828	8/11/2009
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS PORTABLE ON DEMAND STORAGE & Design (Color)	United States	3,689,446	9/29/2009
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS PORTABLE ON DEMAND STORAGE and Design (Color)	Canada	721,151	8/18/2008
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS. MOVING & STORAGE, SOLVED.	United States	86/318,814	Pending Application Filed 6/24/2014
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODZILLA	United States	3,077,552	4/4/2006
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PORTABLE ON DEMAND STORAGE	United States	3,445,140	6/10/2008
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PORTABLE ON DEMAND STORAGE and Label in Color	Australia	1114425	7/9/2012
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	RENTAPODS	United Kingdom	2267269	8/30/2002

Schedule C

Copyright Registrations and Applications

OWNER	DESCRIPTION OF COPYRIGHT	REGISTRATION NUMBER	ISSUE DATE
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	"Rental Agreement - Florida"	U.S. Copyright TX-6-008- 452	August 23, 2004
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	"frmCalendar"	U.S. Copyright TX-5-077- 452	August 27, 1999