

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rentacrate LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Arrowpoint Agency Services, LLC		
Street Address:	100 Fillmore Street, Suite 325		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3465722	RENTACRATE	
Registration Number:	2664791	THE COMPLETE MOVING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	05719-00001		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	11/11/2015		
Total Attachments: 5			
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**TRADEMARK SECURITY AGREEMENT
(Rentacrate LLC)**

This TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2015, (this "*Trademark Security Agreement*"), made by Rentacrate LLC, a Delaware limited liability company (herein referred to as the "*Grantor*") in favor of Arrowpoint Agency Services, LLC, a Delaware limited liability company, as Collateral Agent (in such capacity, together with its successors in such capacity, the "*Grantee*").

WHEREAS, Grantor owns or licenses the Trademark Collateral (as defined below);

WHEREAS, Rentacrate LLC, a Delaware limited liability company ("*Rentacrate*"), HiTouch Business Services LLC, a Delaware limited liability company ("*HiTouch*"), MyOfficeProducts, LLC, a Delaware limited liability company ("*MYOP*" and, collectively with Rentacrate and HiTouch, the "*Borrowers*"), the lenders from time to time party thereto (the "*Lenders*") and Arrowpoint Agency Services, LLC, a Delaware limited liability company ("*Arrowpoint*"), as Administrative Agent and Collateral Agent are parties to a Credit Agreement dated as of October 29, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "*Credit Agreement*"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of October 29, 2015 among the among Brown (RI) Investment Company LLC, a Delaware limited liability company, the Borrowers, Rentacrate Holdings LLC, a Delaware limited liability company, MyOfficeProducts Holdings, Inc., a Delaware corporation, the Subsidiaries of the Borrowers from time to time party thereto and Arrowpoint, as the Collateral Agent (as amended, restated, amended and restated, supplemented or modified from time to time, the "*Guarantee and Collateral Agreement*") the Grantor has guaranteed certain obligations of the Borrowers and secured certain of its obligations and such guarantee (the "*Secured Obligations*") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

each United States Trademark registered or applied for registration with the United States Patent and Trademark Office (including, without limitation, each Trademark identified in Schedule 1 hereto);

the goodwill of the business symbolized thereby or associated with each of them;

all renewals of any of the foregoing;

all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Acknowledgement. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Guarantee and Collateral Agreement and this Trademark Security Agreement, the terms of the Guarantee and Collateral Agreement shall govern and control.

Definitions. Unless otherwise defined herein, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by the different parties hereto on separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement or of any amendment or waiver of any provision of this Trademark Security Agreement by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Signature page follows.

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of the date first set forth above.

RENTACRATE LLC

By: 

Name: Howard Brown
Title: Chairman

Acknowledged:

ARROWPOINT AGENCY SERVICES, LLC,
as Collateral Agent

By: _____



Name: David Corkins

Title: Authorized Signatory

RENTACRATE LLC
TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
RENTACRATE	3465722	July 15, 2008
THE COMPLETE MOVING SYSTEM	2664791	December 17, 2002

TRADEMARK APPLICATIONS

None.