

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1-800-Pack-Rat, LLC		11/02/2020	Limited Liability Company: DELAWARE
Zippy Shell Incorporated		11/02/2020	Corporation: DELAWARE
Pack-Rat Portable Mini-Storage, LLC		11/02/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	5015767	ZIPPYSHELL
Registration Number:	5015766	
Registration Number:	4484062	ZIPMOVE
Registration Number:	4660187	ZIPPYU
Registration Number:	3994484	ZIPPY SHELL
Registration Number:	3998719	ZIPPY SHELL
Serial Number:	88909511	GET MOVING AMERICA
Registration Number:	3172489	1-800-PACK-RAT
Serial Number:	88758723	ZIPPYSHELL
Serial Number:	88758710	1-800-PACK-RAT
Registration Number:	4568395	FORWARD RELOCATION
Registration Number:	4540950	FORWARD FREIGHT
Registration Number:	4237478	JOB IN A BOX
Registration Number:	3172601	
Registration Number:	3166805	1-800 PACK RAT THE SIMPLEST WAY TO STORE

OP \$565.00 5015767

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3172600	1-800PACKRAT
Registration Number:	3615497	1-800-PACK-RAT
Registration Number:	3488445	1-800-PACK-RAT
Registration Number:	3225451	1-800-PACK-RAT.COM
Registration Number:	3124156	PACK RAT PORTABLE MINI STORAGE
Registration Number:	1641569	PACK-RAT MINI-STORAGE
Registration Number:	1637144	PACK RAT

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-20101 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20101
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/04/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 2nd day of November, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the below defined Lenders (together with its successors and permitted assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Zippy Shell Incorporated, a Delaware corporation ("Holdings"), each other Person party thereto as a Guarantor and all of their respective successors and permitted assigns, 1-800-Pack-Rat, LLC, a Delaware limited liability company ("Pack Rat"), each other Person party thereto as a Borrower and all of their respective successors and permitted assigns (together with Pack Rat, collectively, the "Borrowers"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority Lien in all of such Grantor's Collateral, including all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, service mark applications, design right, trade names, domain name, mask works and associated goodwill (collectively, "Trademarks"), and any license to which such Grantor is a party for any of the foregoing (each such license, a "License"), including those referred to on Schedule I hereto;

(b) the right to use any of the foregoing;

(c) all extensions or renewals of the foregoing; and

(d) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders 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. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Credit 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 Credit Agreement. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall create or obtain rights to any new Trademark Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent (but Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark Collateral of Grantors. 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 Trademark Collateral, whether or not listed on Schedule I.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document 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 or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document 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). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (or cash collateralization in accordance with the terms of

the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

7. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

8. OTHER DOCUMENT. This Trademark Security Agreement is an Other Document for all purposes under the Credit Agreement.

9. COUNTERPARTS; FACSIMILE SIGNATURES. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

10. INCORPORATION. The terms and provisions of the Credit Agreement are incorporated herein by reference *mutatis mutandis* with the same force and effect as if expressly written herein.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTORS:

1-800-PACK-RAT, LLC

By: 

Name: Mark Linville

Title: Chief Financial Officer and Secretary

ZIPPY SHELL INCORPORATED

By: 

Name: Mark Linville

Title: Chief Financial Officer and Secretary

**PACK-RAT PORTABLE MINI-
STORAGE, LLC**

By: 

Name: Mark Linville

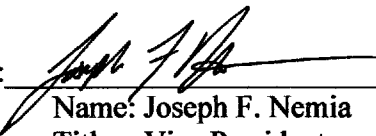
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007095 FRAME: 0183**

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Joseph F. Nemia
Title: Vice President





[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007095 FRAME: 0184

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks:

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
ZIPPYSHELL	Zippy Shell Incorporated	8/9/2016	5015767
	Zippy Shell Incorporated	8/9/2016	5015766
ZIPMOVE	Zippy Shell Incorporated	2/18/2014	4484062
	Zippy Shell Incorporated	12/23/2014	4660187
	Zippy Shell Incorporated	7/12/2011	3994484
ZIPPY SHELL	Zippy Shell Incorporated	7/19/2011	3998719
GET MOVING AMERICA	1-800-PACK-RAT, LLC	(5/11/2020)	(88909511)
1-800-PACK-RAT	Pack-Rat Portable Mini-Storage, LLC	11/14/2006	3172489
	Pack-Rat Portable Mini-Storage, LLC	(1/14/2020)	(88758723)
	Pack-Rat Portable Mini-Storage, LLC	(1/14/2020)	(88758710)
FORWARD RELOCATION	Pack-Rat Portable Mini-Storage, LLC	7/15/2014	4568395
FORWARD FREIGHT	Pack-Rat Portable Mini-Storage, LLC	5/27/2014	4540950
JOB IN A BOX	Pack-Rat Portable Mini-Storage, LLC	11/6/2012	4237478
	Pack-Rat Portable Mini-Storage, LLC	11/14/2006	3172601

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	Pack-Rat Portable Mini-Storage, LLC	10/31/2006	3166805
	Pack-Rat Portable Mini-Storage, LLC	11/14/2006	3172600
1-800-PACK-RAT	Pack-Rat Portable Mini-Storage, LLC	5/52009	3615497
1-800-PACK-RAT	Pack-Rat Portable Mini-Storage, LLC	8/19/2008	3488445
1-800-PACK-RAT.COM	Pack-Rat Portable Mini-Storage, LLC	4/3/2007	3225451
	Pack-Rat Portable Mini-Storage, LLC	8/1/2006	3124156
	Pack-Rat Portable Mini-Storage, LLC	4/16/1991	1641569
PACK RAT	Pack-Rat Portable Mini-Storage, LLC	3/5/1991	1637144