

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM640149

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PODS, LLC		03/31/2021	Limited Liability Company: FLORIDA
APLPD Holdco III, LLC		03/31/2021	Limited Liability Company: DELAWARE
PODS Enterprises, LLC		03/31/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2365848	PODS	
<b>Registration Number:</b>	3011459	PODS	
<b>Registration Number:</b>	3666828	PODS PORTABLE ON DEMAND STORAGE	
<b>Registration Number:</b>	3689446	PODS PORTABLE ON DEMAND STORAGE	
<b>Registration Number:</b>	3445140	PORTABLE ON DEMAND STORAGE	
<b>Registration Number:</b>	3077552	PODZILLA	
<b>Registration Number:</b>	4938519	PODS. MOVING & STORAGE, SOLVED.	
<b>Registration Number:</b>	5181973	PODS. MOVING & STORAGE, SOLVED.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122305199		
<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>			
<b>Phone:</b>	212-318-6518		
<b>Email:</b>	terrenceboyle@paulhastings.com		
<b>Correspondent Name:</b>	Terrence G. Boyle		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		

TRADEMARK

<b>Address Line 2:</b>	200 Park Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	79024.00019
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<b>NAME OF SUBMITTER:</b>	Terrence G. Boyle
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<b>SIGNATURE:</b>	/s/ Terrence G. Boyle
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<b>DATE SIGNED:</b>	04/19/2021
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated March 31, 2021, is made by the persons listed on the signature pages hereof (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 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 Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Credit Agreement dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented, renewed, waived or otherwise modified from time to time, the “**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 and the entry into Hedge Agreements and Cash Management Agreements by the Lender Counterparties from time to time, each Grantor has executed and delivered that certain Guarantee and Security Agreement, dated as of March 31, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), by and among the Grantors, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and 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 Guarantee and 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 Guarantee and 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.

**PODS, LLC,**  
as the Borrower

By:   
Name: Simon Gregorich  
Title: Chief Financial Officer

**APLPD HOLDCO III, LLC,**  
as Holdings


By:   
Name: Simon Gregorich  
Title: Chief Financial Officer

**PODS ENTERPRISES, LLC,**  
as the Guarantor

By:   
Name: Simon Gregorich  
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*

**MORGAN STANLEY SENIOR FUNDING, INC.**, as  
Collateral Agent

By:   
Name: Jordan Ransom  
Title: Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 007260 FRAME: 0567**

**Schedule A**

**Patents**

None.

## Schedule B

### Trademarks

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	8/17/2006
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	1/19/2005
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Australia	1076513 IR No. 859096	5/12/2009
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Australia	1112980	5/10/2006
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Australia	1187990	7/19/2007
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	European Union	15497951	10/5/2016
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	European Union	15497985	10/5/2016
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	11/23/2011
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	India	2238606	11/23/2011
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	Australia Bulgaria China Croatia European Union Georgia Hungary Iceland Japan Liechtenstein Macedonia Monaco Morocco Norway Romania Russia Singapore South Korea Switzerland Turkey Ukraine United Kingdom	859096	6/8/2005
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 Kingdom	915497951 CLONE	10/5/2016
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United Kingdom	915497985 CLONE	10/5/2016
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United Kingdom	3167584 CLONE	11/11/2016
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	United Kingdom	3167582 CLONE	10/13/2017
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	Florida	T14000000859	8/4/2014
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS	Florida	T14000000860	8/4/2014

GRANTOR	DESCRIPTION OF TRADEMARK/SERVICE MARK	JURISDICTION(S)	REGISTRATION/APPLICATION NUMBER	REGISTRATION DATE
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	5/3/2006
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 PORTABLE ON DEMAND STORAGE and Design (Red)	Florida	T14000000861	8/4/2014
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS PORTABLE ON DEMAND STORAGE and Design (Black)	Florida	T14000000862	8/4/2014
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS. MOVING & STORAGE, SOLVED.	United States	4938519	4/12/2016
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS. MOVING & STORAGE, SOLVED.	United States	5181973	4/11/2017
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS. MOVING & STORAGE, SOLVED.	Australia	1666205	12/23/2014
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	PODS. MOVING & STORAGE, SOLVED.	Canada	987445	12/22/2017
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	5/19/2006
PODS Enterprises, LLC (f/k/a PODS Enterprises, Inc.)	RENTAPODS	United Kingdom	2267269	8/30/2002

**Schedule C**

**Copyrights**

None.