OP \$40.00 4233100

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM802849

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|------------------------------------|
| Storage Express Management, LLC | | 04/13/2023 | Limited Liability Company: INDIANA |

RECEIVING PARTY DATA

| Name: | Extra Space Storage LLC | |
|-----------------|-------------------------------------|--|
| Street Address: | 2795 E Cottonwood Pkwy, Suite 400 | |
| City: | Salt Lake City | |
| State/Country: | UTAH | |
| Postal Code: | 84121 | |
| Entity Type: | Limited Liability Company: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 4233100 | STORAGE EXPRESS |

CORRESPONDENCE DATA

Fax Number:

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: 8012393147

Email: btucker@kmclaw.com

Correspondent Name: BRIAN TUCKER KIRTON MCCONKIE
Address Line 1: 36 S. STATE STREET, SUITE 1900

Address Line 4: Salt Lake City, UTAH 84111

| ATTORNEY DOCKET NUMBER: | 22862.94 | |
|-------------------------|----------------|--|
| NAME OF SUBMITTER: | Brian Tucker | |
| SIGNATURE: | /Brian Tucker/ | |
| DATE SIGNED: | 04/13/2023 | |

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Trademark Assignment</u>") is made effective as of April 13, 2023 (the "<u>Effective Date</u>"), by and between Storage Express Management, LLC, an Indiana limited liability company, ("<u>Assignor</u>") and Extra Space Storage LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "<u>Assigned Trademark Rights</u>"):
 - a. all rights that Assignor has obtained through use of the mark identified on Schedule 1 including the goodwill of the business in which the mark is used (the "Assigned Mark");
 - b. the trademark registration set forth on Schedule 1 (the "<u>Assigned Trademark Registration</u>");
 - all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Mark and/or the Assigned Trademark Registration; and
 - d. all claims and causes of action related to the Assigned Mark and/or the Assigned Trademark Registration, whether accruing before, on or after the Effective Date, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any

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- affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and the other documents delivered pursuant hereto and the legal relations between and among the Parties shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to its principles of conflict of laws.

IN WITNESS WHEREOF, Assignor and Assignee caused this Trademark Assignment to be duly executed as of the Effective Date.

ASSIGNOR

STORAGE EXPRESS MANAGEMENT, LLC

By:
Name: Gwyn McNeal
Title: Manager

ACCEPTED BY ASSIGNEE

EXTRA SPACE STORAGE LLC

By:
Name: Gwyn McNeal
Title: Manager

SCHEDULE 1

| Mark | Country | Registration No. | Registration Date |
|-----------|---------|------------------|-------------------|
| 670 2 2 3 | US | 4,233,100 | October 30, 2012 |

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Storage Express - Trademark Assignment Agreement

Final Audit Report 2023-04-13

Created: 2023-04-13

By: Katie Lyon (klyon@kmclaw.com)

Status: Signed

Transaction ID: CBJCHBCAABAAXq58OwSKezUnGAsJO31pgTcPdpd982i1

"Storage Express - Trademark Assignment Agreement" History

- Document created by Katie Lyon (klyon@kmclaw.com) 2023-04-13 8:43:10 PM GMT- IP address: 216.10.237.130
- Document emailed to Gwyn McNeal (gmcneal@extraspace.com) for signature 2023-04-13 8:44:29 PM GMT
- Email viewed by Gwyn McNeal (gmcneal@extraspace.com) 2023-04-13 8:45:39 PM GMT- IP address: 104.47.51.126
- Document e-signed by Gwyn McNeal (gmcneal@extraspace.com)

 Signature Date: 2023-04-13 8:46:06 PM GMT Time Source: server- IP address: 207.173.78.2
- Agreement completed.
 2023-04-13 8:46:06 PM GMT

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Adobe Acrobat Sign

RECORDED: 04/13/2023

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