

Form PTO-1595
(Rev. 10/02)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
**Wachovia Bank, National Association, as
successor by merger to Congress Financial
Corporation**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **PODS, Inc.**

Internal Address: _____

Street Address: **5585 Rio Vista Drive**

City: **Clearwater** State: **FL** Zip: **33760**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Interest

Execution Date: **July 22, 2005**

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) **6,071,062**
6,155,770

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Rhonda J. Birdwell, Paralegal**
Internal Address: **Parker, Hudson, Rainer
& Dobbs LLP**

Street Address: **1500 Marquis Two Tower**
285 Peachtree Center Avenue, N.E.
City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502831

DO NOT USE THIS SPACE

9. Signature.

Bobbi Acord
Name of Person Signing


Signature

August 1, 2005
Date

Total number of pages including cover sheet, attachments, and documents: **12**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$80.00 502831 6071062

TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS, COPYRIGHTS, PATENTS AND LICENSES

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS, COPYRIGHTS, PATENTS AND LICENSES ("Release") dated as of the
22nd day of July, 2005, by WACHOVIA BANK, NATIONAL ASSOCIATION, as successor by
merger to Congress Financial Corporation (Florida) (the "Grantee"), and PODS, INC , a Florida
corporation (the "Grantor").

WITNESSETH:

WHEREAS, the Grantee entered into a Loan and Security Agreement, dated as of
December 4, 2003 (as amended, supplemented or modified from time to time, the "Loan
Agreement"), by and among the Grantee and the Borrowers named therein;

WHEREAS, pursuant to the terms of the Loan Agreement, in order to secure the
payment of all Obligations, as such term is defined in the Loan Agreement, the Grantor
mortgaged, pledged and granted to the Grantee a lien on and security interest in all right, title and
interest of the Grantor in, to and under all of the Trademarks, Copyrights, Patents and Licenses
(as those terms are defined in the Security Agreement (defined below)), together with any
reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all
products and proceeds thereof, and the goodwill of the business in connection therewith,
including, without limitation, any and all causes of action which may exist by reason of
infringement thereof for the full term of the Trademarks, Copyrights, Patents and Licenses
(collectively, the "IP Collateral");

WHEREAS, the Grantor executed and delivered as of December 4, 2003, a Grant
of Security Interest (Trademarks, Copyrights, Patents and Licenses) in favor of the Grantee (the
"Security Agreement"), by which the Grantor granted to the Grantee, a lien on and security
interest in all of the Grantor's right, title and interest in, to and under the IP Collateral;

WHEREAS, the Security Agreement was recorded (i) in the United States Patent
and Trademark Office against certain Trademarks on December 9, 2003, at Reel 2760, beginning
at Frame 0983, (ii) in the United States Patent and Trademark Office against certain Patents on
December 9, 2003, at Reel 014178, beginning at Frame 0719, and (iii) in the United States
Copyright Office on December 17, 2003, at V3505 D462 P1-13; and

WHEREAS, the Grantor has satisfied all Obligations in full and has requested
that the Grantee terminate the Loan Agreement and Security Agreement and release its security
interest in and lien on the IP Collateral of the Grantor, and reassign the same to the Grantor, by
executing this Release;

NOW, THEREFORE, in consideration of the premises and for other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties
hereto agree as follows:

1. The Grantee does hereby release and terminate all liens and security
interests in and to the IP Collateral which were mortgaged, pledged and granted to the Grantee

pursuant to the Loan Agreement and the Security Agreement, and the Grantee does hereby, assign, convey, grant, set over, transfer and release to the Grantor all of the Grantee's right, title and interest, if any, in and to the IP Collateral, including, without limitation, the following:

(a) each Trademark, each registration of the Trademarks and each application for registration of Trademarks owned by the Grantor, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 hereto;

(b) each Copyright, each registration of the Copyrights and application for registration of Copyrights owned by the Grantor, including, without limitation, each Copyright and Copyright application referred to in Schedule 2 hereto;

(c) each Patent, each registration of the Patents and application for registration of Patents owned by the Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 3 hereto;

(d) each interest in a License, including, without limitation, each License listed in Schedule 4 hereto;

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or breach of any Trademark, Copyright, Patent or License;

(f) all unregistered Trademarks, Copyrights and Patents owned by the Grantor, each such Trademark, Copyright and Patent set forth in Schedule 1, Schedule 2, and Schedule 3 hereto, and all future applications to register and registrations of the Trademarks, Copyrights and Patents;

(g) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks, Copyrights, Patents and Licenses; and

(h) all trade styles, trade dress, copyrights and other intellectual property owned by Grantee and used in connection with the Trademarks.

2. The parties hereto do hereby cancel and terminate the Security Agreement, and all rights and obligations of the parties thereunder, and do hereby cancel and terminate the Loan Agreement to the extent that such agreement applies to and affects the IP Collateral of the Grantor.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. This Release shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4. This Release shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.


GRANTEE

WACHOVIA BANK, NATIONAL
ASSOCIATION
110 East Broward Boulevard, Suite 2050
Ft. Lauderdale, FL 33301

By: 
Name: JOSEPH R. BLAZETTE
Title: ASSOCIATE

GRANTOR

PODS, INC.
5585 Rio Vista Drive
Clearwater, FL 33760

By: 
Name: Samuel M. Hensley
Title: CFO

STATE OF Florida)
) ss.:
COUNTY OF Broward

On this 21 day of June, 2005, before me personally came Joseph R. Blazette, to me known, who being by me duly sworn, did depose and say that he resides at 1809 NE 28th Drive, Wilton Manor, FL 33306; that he is the ~~AN~~ ASSOCIATE of WACHOVIA BANK, NATIONAL ASSOCIATION, the national association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Kevin Maitland
Notary Public

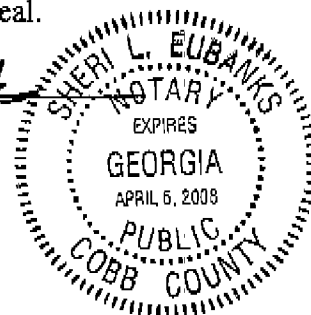


STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON

On this 22nd day of ~~June~~ ^{July}, 2005, before me personally came Samuel M. Hensley, to me known, who being by me duly sworn, did depose and say that he resides at 17109 Harborbridge Lane, Lutz, FL 33558; that he is the CEO of PODS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Sheri L. Eubanks
Notary Public



SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS

Registered U.S. Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
PODS	2,365,848	July 11, 2000
PUT IT IN A POD	2,387,837	Sept. 19, 2000
PODS	2,265,856	July 27, 1999

Pending U.S. Trademark Applications

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
NONE	NONE	NONE

Registered State Trademarks

<u>MARK</u>	<u>SERIAL NO.</u>	<u>EXPIRATION DATE</u>
NONE	NONE	NONE

Fictitious Name Registrations

<u>FICTITIOUS NAME</u>	<u>FLORIDA REGISTRATION NO.</u>	<u>DATE OF ISSUE</u>
PODS	G99256900209	Sept. 13, 1999
PORTABLES	G99256900208	Sept. 13, 1999
PORTABLE ON DEMAND STORAGE	G02031900031	Jan. 31, 2002

SCHEDULE 2

**U.S. COPYRIGHTS, COPYRIGHT REGISTRATIONS
AND PENDING APPLICATIONS**

Non-Registered Copyrights Claimed

Grantor has developed and owns the proprietary computer software system known as the "PODS System" that is designed to handle all day to day functions for the PODS rental/delivery operations and cross country business.

Grantor has also developed and owns the manuals for the "PODS System" software.

Grantor has also developed and owns the manuals which contains the standards, specifications and operating procedures relating to the development and operation of Grantor's franchise facilities and other information relating to the obligations of Grantor's franchisees under the Franchise Agreement entered into between Grantor and its franchisees.

Registered U.S. Copyrights

<u>COPYRIGHT</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
FrmCalendar	TX 5-077-452	Aug. 27, 1999

Pending U.S. Copyright Applications

<u>COPYRIGHT</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
NONE	NONE	NONE

SCHEDULE 3**U.S. PATENTS, PATENT REGISTRATIONS
AND PENDING APPLICATIONS**Registered U.S. Patents

<u>PATENT</u>	<u>REG. NO.</u>	<u>DATE OF ISSUE</u>
Apparatus for lifting, handling, and transporting a container.	6,071,062	June 6, 2000
Apparatus for lifting, handling, and transporting a container. (Continuation in part of Reg. No. 6,071,062)	6,155,770	Dec. 5, 2000

Pending U.S. Patent Applications

<u>PATENT</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
NONE	NONE	NONE

SCHEDULE 4

LICENSES

Licenses with respect to which Grantor is a licensor:

Grantor has entered into a Franchise Agreement, as supplemented by an Addendum, with the franchisees identified below relating to the franchising of its storage and moving business. The Franchise Agreement grants franchisees the right to use Grantor's marks, the proprietary computer software system ("PODS System"), and the manual which contains the standards, specifications and operating procedures relating to the development and operation of Grantor's franchise facilities and other information relating to the obligations of Grantor's franchisees under the Franchise Agreement, solely in connection with the operation of the franchised business. Additionally, the Franchise Agreement grants franchisees the right to remotely access the proprietary computer software system and associated interfaces through Citrix MetaFrame.

<u>LICENSEE</u>	<u>FRANCHISE LOCATION</u>	<u>FRANCHISE AGREEMENT DATE</u>
Pods of Ft. Lauderdale, LLC	Ft. Lauderdale, Florida	October 2003
New Concepts Storage, Inc.	Sarasota, Florida	March 1999
At Your Door Moving & Storage, LLC	Orlando, Florida	August 1999
Minnesota Mobil Storage, Inc.	Minneapolis, Minnesota	February 2000
Portable Storage Systems, Inc.	Charlotte, North Carolina	May 2000
Chris M Kauth & J. William Corey	Indianapolis, Indiana	April 2000
Promove System, LLC	Dayton, Ohio	June 2000
Landstar Assoc., Inc.	Daytona, Florida	July 2000
Landstar Assoc., Inc.	Jacksonville, Florida	July 2000
Landstar Assoc., Inc.	Melbourne, Florida	July 2000
New Age Moving & Storage, LLC	St. Louis, Missouri	December 2000
Landstar Raleigh, Inc.	Raleigh, North Carolina	April 2002

PATENT

REEL: 016602 FRAME: 0058

<u>LICENSEE</u>	<u>FRANCHISE LOCATION</u>	<u>FRANCHISE AGREEMENT DATE</u>
New Age Moving & Storage, LLC	Nashville, Tennessee	December 2000
Palm Beach Portable Storage, LLC	Palm Beach, Florida	February 2001
LA Portable Storage Systems, Inc.	Baton Rouge, Louisiana	November 2000
Portable Self Moving & Storage, Inc.	Miami, Florida	March 2001
Dallas Storage Partners	Dallas, Texas (NW region)	March 2000
To Your Door Moving & Storage, Inc.	Atlanta, Georgia (NW region)	July 2001
Charleston Portable Storage, LLC	Charleston, South Carolina	April 2001
Premier Portable Storage, Inc.	Jackson, Mississippi	September 2001
On Demand Storage	Columbus, Ohio	September 2001
River City Portable Moving & Storage, LLC	Kansas City, Missouri	November 2001
Keep it Simple Storage Company	Virginia Beach, Virginia	April 2002
Virginia Portable Storage, LLC	Richmond, Virginia	May 2002
Atlanta Storage Partners, LLC	Atlanta, Georgia (NE region)	May 2002
Eagle II, LLC	Northern Kentucky	May 2002
You Gotta Move II	Dallas, Texas (NE region)	May 2003
Birmingham Portable Storage, LLP	Birmingham, Alabama	October 2002
Atlantic Coast Portable Storage, LLP	Fairfax, Virginia	October 2002

<u>LICENSEE</u>	<u>FRANCHISE LOCATION</u>	<u>FRANCHISE AGREEMENT DATE</u>
Memphis Portable Storage, LLP	Memphis, Tennessee	October 2002
Austin Portable Storage, LP	Austin, Texas	December 2002
Upstate Storage Partners, LLC	Greenville, South Carolina	December 2002
Triad Portable Storage, LLC	Greensboro, North Carolina	May 2003
Rocky Mountain Portable Storage, LLC	Denver, Colorado	August 2003
Gulf Storage Partners, LP	Houston, Texas	September 8, 2003
Desert Portable Storage, LLC	Las Vegas, Nevada	September 29, 2003
Coyote Portable Storage, LLC	Phoenix, Arizona	September 29, 2003
Maryland Portable Storage, LLC	Baltimore, Maryland	October 22, 2003
Lexington Portable Storage, LLC	Lexington, Kentucky	November 20, 2003
Louisville Portable Storage	Louisville, Kentucky	November 20, 2003
Virtual Storage Co., LLC	Philadelphia, Pennsylvania	November 12, 2003
New England Portable Storage, LLC	Boston, Massachusetts	November 24, 2003

Licenses with respect to which Grantor is a licensee:

<u>GRANTOR</u>	<u>LICENSE AGREEMENT AND LICENSE DATE</u>	<u>LICENSED PRODUCT</u>
PowerCerv Technologies Corporation	License Agreement No. 020-1-19399, dated Sept. 30, 1999, as amended by Supplement to License Agreement, dated Sept. 30, 1999.	PowerCerv software products identified on Schedule A of the License Agreement.
Citrix Systems, Inc.	Various Citrix MetaFrame XP Server Licenses and Connection Licenses	Software products that enable Grantor's franchisees to access Grantor's proprietary computer software known as the "PODS System".
Best Software, Inc.	ABRA Suite Software Product License Agreement (preprinted form; does not have a date)	ABRA HR Suite, ESS and Alerts software.