

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Baker Tanks, Inc.	11/23/2005
RECEIVING PARTY DATA	
Name:	Canadian Imperial Bank of Commerce
Street Address:	300 Madison Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5582311
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins, LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038265-0015 PAT SEC AG.
NAME OF SUBMITTER:	Joanna Fowler

Total Attachments: 5
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (as amended, supplemented or otherwise modified from time to time) (this "**Agreement**"), dated as of November 23 2005, is entered into between **BAKER TANKS, INC.**, a Delaware corporation (the "**Grantor**") and **CANADIAN IMPERIAL BANK OF COMMERCE**, as Collateral Agent for the Secured Parties.

WHEREAS, Grantor, the Lenders party thereto from time to time (the "**Lenders**"), Collateral Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantor shall have executed and delivered that certain Pledge and Security Agreement, dated as of November 23, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Pledge and Security Agreement**");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities, if applicable;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to, and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "**Patent Collateral**"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1,

(b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof),

(c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, and

(d) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

PATENT SECURITY AGREEMENT

I. U.S. PATENTS

Name	Patent No.	Reg. Date	App. Date
EZ Clean Portable liquid storage tank with external frame	5,582,311	12/10/1996	06/07/1995

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE

BY: [Signature]
NAME: Matthew Shaker
TITLE: Executive Director

STATE OF New York)
) ss.:
COUNTY OF New York)

I HEREBY CERTIFY, that on this 22 day of November, 2005, before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared Matthew Shaker, Executive Director of CANADIAN IMPERIAL BANK OF COMMERCE known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing instrument for the purposes and in the capacity therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on the day and year first above mentioned.

[Signature]

Notary Public
My Commission Expires



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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

BAKER TANKS, INC.

BY: [Signature]
NAME: Bryan Livingston
TITLE: President and Chief Executive Officer

STATE OF CA)
) ss.:
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 21st day of NOVEMBER, 2005, before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared BRYAN LIVINGSTON - PRESIDENT & CEO of **BAKER TANKS, INC.** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the foregoing instrument for the purposes and in the capacity therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on the day and year first above mentioned.

[Signature: Linda Garvey]

Notary Public
My Commission Expires: 6/09/2009



[Patent Security Agreement]