

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
BakerCorp	06/01/2011
RECEIVING PARTY DATA	
Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5582311
CORRESPONDENCE DATA	
Fax Number:	(650)213-8158
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6502130336
Email:	cishihara@whitecase.com
Correspondent Name:	Christina Ishihara
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Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	1111779-2172
NAME OF SUBMITTER:	Christina Ishihara
Total Attachments: 5 source=Baker - Executed Patent Security Agreement - 3#page1.tif source=Baker - Executed Patent Security Agreement - 3#page2.tif source=Baker - Executed Patent Security Agreement - 3#page3.tif source=Baker - Executed Patent Security Agreement - 3#page4.tif source=Baker - Executed Patent Security Agreement - 3#page5.tif	

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 1, 2011, made by BakerCorp (the "Pledgor") in favor of Deutsche Bank AG New York Branch, as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the U.S. Borrower, Holdings, the Subsidiary Guarantors party thereto, the Lenders from time to time party thereto, the Administrative Agent and the other parties thereto. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Pursuant to the Pledge and Security Agreement, the Pledgor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined in this Agreement has the meaning given or ascribed to it in the Pledge and Security Agreement. The rules of construction specified in Section 1.2 of the Pledge and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Pledgor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I, and all rights corresponding thereto throughout the world;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing;

(c) the right to sue for past, present and future infringements of any of the foregoing; and

(d) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern, and for the avoidance of doubt, Patent Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means, including PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BAKERCORP

By: James H. Leonetti

Name: James H. Leonetti

Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marcus M. Tarkington
Title: Director

By: 
Name: Michael Getz
Title: Vice President

[BakerCorp -- Signature Page to Patent Security Agreement]

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**SCHEDULE I TO
PATENT SECURITY AGREEMENT**

Patents:

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
BakerCorp	Portable Liquid Storage Tank With External Frame	June 7, 1995/ December 10, 1996	Granted	08479227/ 5582311