

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment to Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Pipp Mobile Storage Systems, Inc.	08/31/2011

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 South Wacker Drive
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12562013
Patent Number:	5251767
Patent Number:	5509542
Patent Number:	6223915
Patent Number:	D549494
Patent Number:	6938711
Patent Number:	D553476

CORRESPONDENCE DATA

Fax Number: (312)499-6701

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Michael A. Witt

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: c/o Duane Morris LLP

501644855

PATENT  
REEL: 026839 FRAME: 0566

OP \$280.00 12562013

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

D6410-00050

NAME OF SUBMITTER:

Michael A. Witt

Total Attachments: 6

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## AMENDMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of August 31, 2011, is entered into by and between PIPP MOBILE STORAGE SYSTEMS, INC. (f/k/a Pipp Acquisition Corp.), a Delaware corporation ("Assignor"), in favor of FIFTH THIRD BANK (together with its successors and assigns, "Assignee").

### W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Security Agreement dated as of February 28, 2005 (as amended, restated, supplemented, or modified from time to time, the "I.P. Agreement"); and

WHEREAS, Assignor and Assignee desire to amend the I.P. Agreement to include Exhibits A-2 and B-2 attached hereto, respectively, to be included and a part of the I.P. Agreement, on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the I.P. Agreement as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the I.P. Agreement, as amended hereby.
2. **AMENDMENT TO I.P. AGREEMENT.** Exhibit A to the I.P. Agreement is hereby supplemented by adding thereto each of the items listed on Exhibit A-2 attached hereto. Exhibit B to the I.P. Agreement is hereby supplemented by adding thereto each of the items listed on Exhibit B-2 attached hereto.
3. **CONSTRUCTION.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF ILLINOIS.
4. **ENTIRE AMENDMENT; EFFECT OF AMENDMENT.** This Amendment, and terms and provisions hereof, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous amendments relating to the subject matter hereof. Except for the amendment to the I.P. Agreement expressly set forth in Section 2 hereof, the I.P. Agreement shall remain unchanged and in full force and effect. To the extent any terms or provisions of this Amendment conflict with those of the I.P. Agreement or other Financing Agreement, the terms and provisions of this Amendment shall control. This Amendment is a Financing Agreement.
5. **COUNTERPARTS; TELEFACSIMILE EXECUTION.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment by telefacsimile shall be

equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

**6. MISCELLANEOUS.**

(a) Upon the effectiveness of this Amendment, each reference in the I.P. Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the I.P. Agreement shall mean and refer to the I.P. Agreement as amended by this Amendment.

(b) Upon the effectiveness of this Amendment, each reference in the Financing Agreements to the "Intellectual Property Security Agreement", "thereunder", "therein", "thereof" or words of like import referring to the I.P. Agreement shall mean and refer to the I.P. Agreement as amended by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first written above.

PIPP MOBILE STORAGE SYSTEMS, INC.

By: 

Name: Erik E. Maurer

Its: Chairman

Agreed and Accepted as of this  
31st day of August, 2011

FIFTH THIRD BANK

By: \_\_\_\_\_

Name:

Its:

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered as of the date first written above.

PIPP MOBILE STORAGE SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Its:

Agreed and Accepted as of this  
31st day of August, 2011

FIFTH THIRD BANK

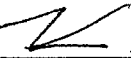
By:   
Name: Olga Krasner  
Its: Officer

EXHIBIT A-2

Patents

**Issued Patents**

<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
END CAP FOR HANGER CADDY	Canada	2,083,213	12-Nov-1996
END CAP FOR HANGER CADDY	United States	5,251,767	12-Oct-1993
APPARATUS FOR RETAINING HANGERS	United States	5,509,542	23-Apr-1996
APPARATUS FOR SECURELY RETAINING A PLURALITY OF GARMENT HANGERS	United States	6,223,915	01-May-2001
SET OF SUPPORT LEGS	United States	D549,494	28-Aug-2007
FREESTANDING SELF-PROPELLED DEVICE FOR MOVING OBJECTS	United States	6,938,711	06-Sep-2005
HANGER COLLECTION BAR SUPPORT	United States	D553,476	23-Oct-2007

**Patent Applications**

<b>TITLE</b>	<b>COUNTRY</b>	<b>APPL. NO.</b>	<b>APPL. DATE</b>
ANTI-TIP BRACKET FOR USE WITH MOBILE SHELVING	United States	12/562,013	17-Sep-2009

EXHIBIT B-2

Trademarks

None.