

03-20-2002



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DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings → FINANCE SECTION

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

1. Name of conveying party(ies): 2-28-02 Mobile Mini, Inc. 7420 S. Kyrene Rd #101 Tempe, AZ 85283
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State Delaware
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies)
Name: Fleet Capital Corporation,
Internal Address: as Agent
Street Address: 15260 Ventura Blvd, #400
City: Sherman Oaks State: CA Zip: 91403
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State Rhode Island
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: February 11, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached [] Yes [] No

see attached schedule 1

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: Deborah Taylor
Internal Address: c/o Latham & Watkins
Street Address: 633 W. 5th St., #4000
City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 16
7. Total fee (37 CFR 3.41) \$ 315.00
[] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DONOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Deborah Taylor Name of Person Signing
Deborah Taylor Signature
February 11, 2002 Date
Total number of pages including coversheet, attachments, and document: 16

03/19/2002 DBYRNE 00000276 1538909

01 FC:481
02 FC:482

40.00 OP
275.00 OP

All documents to be recorded with required coversheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2468 FRAME: 0486

Schedule 1

United States Trademark Registrations

Registration No.	Description	Registration Date
1538909	Mobile Mini (Stylized)	05/16/89
1538910	Mobile Mini Storage Systems & Design	05/16/89
1243165	Mobile Minis	06/21/83
1265339	Mobile Minis	01/24/84
2176062	National Security Containers	07/28/98
2176064	National Security Containers	07/28/98
2176063	NSC	07/28/98

United States Trademark Applications

Application No.	Description	Application Date
76-167806	Containerguard	11/17/00
76-149987	Premium Tri-Cam Locking System	10/19/00
76-149989	Tri-Cam Locking System	10/19/00

Canadian Trademark Registrations

Registration No.	Description	Registration Date
395588	Mobile Mini	03/13/92
395184	Mobile Mini Storage Systems Design	03/06/92

**CONFIRMATION AND GRANT OF SECURITY INTEREST
IN TRADEMARKS AND TRADEMARK APPLICATIONS**

Dated as of February 8, 2002

from

MOBILE MINI, INC.

as Grantor

to

FLEET CAPITAL CORPORATION

as Agent

This **CONFIRMATION AND GRANT OF SECURITY INTEREST IN TRADEMARKS AND TRADEMARK APPLICATIONS** (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement") is dated as of February 8, 2002, and is made by **MOBILE MINI, INC.**, a Delaware corporation ("Grantor"), having its principal place of business at 7420 South Kyrene Road, Suite 101, Tempe, Arizona 85238, in favor of and for the benefit of **FLEET CAPITAL CORPORATION**, as Agent ("Agent" or "Secured Party") for the financial institutions and their successors and assigns ("Lenders") which are or become parties to the Loan Agreement (as defined below).

RECITALS

WHEREAS, Grantor, Lenders and Agent have entered into that certain Loan and Security Agreement, dated as of February 8, 2002 (as such agreement may be supplemented, amended, extended, amended and restated or otherwise modified from time to time, the "Loan Agreement") pursuant to which Lenders have agreed, among other things, and subject to the terms and conditions set forth in the Loan Agreement to provide financial accommodations to or for the benefit of Grantor;

WHEREAS, Grantor has secured its obligations under the Loan Documents by granting to Agent, for its benefit and the ratable benefit of the Lenders, a security interest in and lien upon certain of Grantor's property, including without limitation its Intellectual Property;

WHEREAS, Grantor desires to grant and pledge its security interests (and to confirm and grant its security interest) in the Trademarks and Licenses (each as defined herein) in favor of the Agent, for its benefit and the ratable benefit of the Lenders;

WHEREAS, Agent and the Lenders have required, as a condition to their entering into the Loan Agreement, that this Agreement be executed and delivered by Grantor to the Agent;

WHEREAS, Grantor desires to enter into this Agreement to satisfy the conditions described in the foregoing recital; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

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

AGREEMENT

SECTION 1. Grant of Security. Grantor hereby grants to Agent, for its benefit and the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of Grantor in and to the following, whether now owned or hereafter acquired (collectively, the "Collateral"), to secure the payment and performance of the Secured Obligations (as defined in Section 2 below):

(a) all trademarks, service marks, trade names, trade dress or other indicia of origin, trade styles, logos, trademark and service mark registrations (including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States, any state thereof, any other country or political subdivision thereof, or any supranational or international body), and applications for trademark or service mark registrations, and any renewals, reissues or extensions thereof, including, without limitation, each trademark registration and trademark application identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) to the extent permissible by law, the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) 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 and future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all substitutes, renewals, and extensions thereof, and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade style, or logo, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license or use agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license and use agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (the "Licenses");

(c) to the extent permissible by law, all know-how and expertise, and all documents and things embodying the same (and all copyrights and design rights in such documents and things), including all designs, drawings, patterns and specifications relating to the manufacture, distribution, advertising and sale of products relating to any collateral, all product specification and quality control information and manuals used in the manufacture, distribution, advertising and sale of products sold under or in connection with the Trademarks, all contracts or agreements for the manufacture or supply of goods, or materials or components used in the production of goods, sold under or in connection with the Trademarks, and all customer and supplier lists; and

(d) all products and proceeds of the foregoing (as such terms are defined in the Uniform Commercial Code as from time to time in effect in the State of California).

SECTION 2. The Secured Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment and performance of the Obligations owing by the Grantor to the Agent and the Lenders (collectively, the "Secured Obligations").

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Agent of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) Agent shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Agent be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Further Assurances.

(a) Grantor agrees that from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Agent may reasonably request, in order to (i) grant, or confirm the grant of and continue, perfect and protect any security interest granted or purported to be granted hereby, or (ii) enable Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, Grantor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices as may be necessary or desirable, or as Agent may reasonably request, in order to confirm the grant of, or to perfect and preserve, the security interests granted or purported to be granted hereby.

(b) Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Grantor shall furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent may reasonably request, all in reasonable detail.

(d) Grantor agrees that, should it obtain an ownership interest in any Trademark registration or License, which is not now a part of the Collateral, (i) it shall give prompt notice thereof to the Agent, (ii) the provisions of Section 1 of this Agreement shall automatically apply thereto, and (iii) any such Trademark, together with the goodwill of the business connected with the use of same and symbolized by same, or License, shall automatically become part of the Collateral. Concurrently with the filing

of an application for registration of any Trademark, Grantor will execute and deliver and record in all necessary jurisdictions such documents and notices as may be necessary or desirable to grant, or confirm the grant, of the security interest to Agent. Grantor authorizes Agent to modify this Agreement by amending Schedules 1 and 2 (and will cooperate with Agent in effecting any such amendment) to include any Trademark or License which becomes part of the Collateral under this Section.

(e) With respect to each Trademark, consistent with Grantor's past practices and the exercise of prudent business judgment, Grantor agrees to take all steps, including, without limitation, in the United States Patent and Trademark Office or similar office in any foreign jurisdiction, or in any court, to (i) maintain and pursue each such Trademark, (ii) maintain each such Trademark now or hereafter included in the Collateral, including the filing of divisional, or substitute applications, and (iii) pursue each such application for trademark or service mark registration, now or hereafter included in the Collateral, including, without limitation, the filing of responses to actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings, unless Grantor shall have previously obtained the prior written consent of Agent. Grantor agrees to take corresponding steps with respect to each new or acquired Trademark to which it is now or later becomes entitled, unless Grantor shall have previously obtained the prior written consent of Agent. Any expenses incurred in connection with such activities shall be borne by Grantor. Consistent with Grantor's past practices and the exercise of prudent business judgment, Grantor shall not discontinue use of or otherwise abandon any Trademark, or abandon any pending application or fail to federally register any Trademark, unless Grantor shall have previously obtained the prior written consent of Agent.

(f) Grantor agrees to notify Agent promptly and in writing if Grantor learns (i) that any item of the Collateral may be determined to have become abandoned or dedicated or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Collateral.

(g) In the event that Grantor becomes aware that any item of the Collateral is materially infringed or misappropriated by a third party, Grantor shall promptly notify Agent in writing and Grantor shall take such actions as Grantor and Agent reasonably deem, or upon the occurrence of a Default or Event of Default, Agent, deems appropriate under the circumstances to protect such Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by Grantor.

(h) Grantor shall continue to use reasonable and proper statutory notice in connection with its use in any territory of its registered trademarks and service marks, and use the notice designation "TM" in connection with its use of its trademarks and service marks that are not registered in that territory.

(i) With respect to any item of Collateral, Grantor shall take all steps which it and the Agent reasonably deem, or upon the occurrence of a Default or Event of Default, Agent, deems appropriate under the circumstances to preserve and protect its Collateral, including, without limitation, taking all reasonable steps to ensure that all licensed users of any such Collateral use consistent standards of quality in all material respects in such users' manufacture, distribution and sale of all products sold under any item of such licensed Collateral and provision of all services provided under any item of such licensed Collateral.

(j) Grantor agrees that it will take such action as it deems appropriate in accordance with the existing practices of Grantor to protect the secrecy of all trade secrets of Grantor and shall take all other steps it shall deem necessary to enable it to comply with the covenants made in this Agreement.

(k) Upon the request of Agent, Grantor shall use its best efforts to obtain all necessary consents of third parties to the grant or perfection of Agent's security interest in the Collateral or the exercise of its rights hereunder.

SECTION 5. Transfers and Other Liens. Grantor shall not (except as otherwise permitted under the Loan Documents or with the prior written consent of Agent):

(a) sell, assign (by operation of law or otherwise), license or otherwise dispose of any item of, or grant any option with respect to, the Collateral or any portion thereof;

(b) enter into any license, use or other agreement which impairs Agent's or Lenders' security interest in all or any portion of the Collateral; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interests or rights thereunder of Grantor such that the interests, or rights of Agent or Lenders in the Collateral would be impaired.

SECTION 6. Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints Agent Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Agent's discretion to take any action and to execute any instrument that Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any

of the Collateral or otherwise to enforce the rights of the Agent with respect to any of the Collateral;

provided, however, that Agent shall not exercise its rights under this Section 6 except upon and at any time after the occurrence and during the continuance of an Event of Default. The power of attorney granted herein is coupled with an interest and shall be irrevocable.

SECTION 7. Agent May Perform.

(a) If Grantor fails to perform any agreement contained herein, upon notice to Grantor, Agent may itself perform, or cause performance of, such agreement, and the expenses of Agent incurred in connection therewith shall be payable by Grantor under the Loan Documents and are part of the Secured Obligations.

(b) Upon the occurrence and during the continuation of an Event of Default, Agent shall have the right, but in no way shall be obligated, to the extent permitted by law, to bring suit in its own name or in the name of Grantor to enforce Agent's or Grantor's right in and to any part of the Collateral. At the reasonable request of the Agent, Grantor shall do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Upon receipt of written demand, Grantor shall promptly reimburse and indemnify the Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section, all of which shall be part of the Secured Obligations.

SECTION 8. Agent's Duties. The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for any moneys actually received by it hereunder, Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. Agent shall be deemed to have exercised reasonable care in the custody of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Agent accords its own property of like tenor.

SECTION 9. Remedies. Upon the occurrence of an Event of Default:

(a) Grantor hereby assigns, transfers and conveys to Agent, for its benefit and the ratable benefit of the Lenders, effective upon the occurrence of an Event of Default, the nonexclusive rights and licenses to use any and all Trademarks owned or used by Grantor, consistent with Grantor's reasonable quality control requirements, together with any goodwill associated therewith, all to the extent necessary to enable Agent to realize on the Collateral and any successor or assign of Agent to enjoy the benefits of the Collateral. These rights and licenses shall inure to the benefit of all successors, assigns and transferees of Agent and their respective successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such rights and licenses shall be granted free of charge, without requirement that any monetary payment whatsoever be made to Grantor or any

other Person by Agent or its successors, assigns or transferees. These rights and licenses are distinct from and in addition to the security interest granted Agent in the Collateral and the rights of Agent in the Collateral as a secured party, including the right to collect, foreclose upon and exercise other rights of a secured party with respect to the Collateral.

(b) Agent may exercise in respect of any of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to the Agent, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of California at that time (the "Uniform Commercial Code") (whether or not the Uniform Commercial Code applies to the affected Collateral), including, without limitation, the right to collect, foreclose upon and exercise other rights of a secured party with respect to the Collateral, and Agent also may (i) exercise any and all rights and remedies of Grantor under or otherwise in respect of the Collateral, (ii) require Grantor to, and Grantor hereby agrees that it will, at its own expense and upon request of the Agent, forthwith assemble all or any part of the documents and things embodying the Collateral as directed by Agent and make them available to Agent at a place to be designated by Agent, (iii) occupy any premises owned or leased by Grantor where documents and things embodying the Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to Grantor in respect of such occupation, and (iv) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Collateral, the goodwill of the business connected with and symbolized by any Collateral subject to such disposition shall be included, and Grantor shall supply to Agent or its designee Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Collateral subject to such disposition, and Grantor's customer lists and other records and documents relating to such Collateral and to the manufacture, distribution, advertising and sale of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, ten (10) Business Days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of any of the Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) All payments received by Grantor under or in connection with any of the Collateral shall be received in trust for the benefit of Agent, shall be segregated from other funds of Grantor and shall be forthwith paid over to Agent in the same form as so received (with any necessary endorsement).

(d) All payments made under or in connection with or otherwise in respect of the Collateral and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of

Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied in whole or in part by Agent. Grantor will, at its own expense, execute and deliver all instruments and take all actions as may be necessary, or in the opinion of Agent desirable, to assign, transfer or convey to Agent on any purchase at a foreclosure sale any or all Collateral.

SECTION 10. Amendments, Waivers, Etc.

(a) Amendments, waiver and consents hereunder shall be made only in accordance with the Loan Documents.

(b) No failure on the part of Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 11. Continuing Security Interest; Transfer of Notes; Release of Collateral.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full (including after the expiration of the Terms) in cash of the Obligations and termination of the Loan Agreement, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of Agent, Lenders and their respective successors, transferees and assigns.

(b) Upon payment in full in cash of the Obligations and termination of the Loan Agreement, the Agent will, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination of the security interests granted hereby and their reversion, release and reassignment.

SECTION 12. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF CALIFORNIA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

SECTION 13. SUBMISSION TO JURISDICTION. ALL DISPUTES AMONG THE GRANTOR AND THE LENDERS (OR THE AGENT ACTING ON THEIR BEHALF) ARISING UNDER THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN LOS ANGELES, CALIFORNIA, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED,

HOWEVER, THAT THE AGENT, ON BEHALF OF THE LENDERS, SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE GRANTOR OR ITS PROPERTY IN ANY LOCATION REASONABLY SELECTED BY THE AGENT IN GOOD FAITH TO ENABLE THE AGENT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT OR THE LENDERS. THE GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT HAS COMMENCED A PROCEEDING ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, AN OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

SECTION 14. SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY DESIGNATES CT CORPORATIONS SYSTEMS AS THE DESIGNEE, APPOINTEE AND AGENT OF THE GRANTOR TO RECEIVE, FOR AND ON BEHALF OF THE GRANTOR, SERVICE OF PROCESS IN SUCH RESPECTIVE JURISDICTIONS IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. IT IS UNDERSTOOD THAT A COPY OF SUCH PROCESS SERVED ON SUCH AGENT AT ITS ADDRESS WILL BE PROMPTLY FORWARDED BY MAIL TO THE GRANTOR, BUT FAILURE OF THE GRANTOR TO RECEIVE SUCH COPY SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS.

SECTION 15. JURY TRIAL. THE GRANTOR, THE AGENT AND THE LENDERS EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

SECTION 16. LIMITATION OF LIABILITY. NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY TO THE GRANTOR (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE) FOR LOSSES SUFFERED BY THE GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A FINAL AND NONAPPEALABLE JUDGMENT OR COURT ORDER BINDING ON THE AGENT OR ANY SUCH LENDER, THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

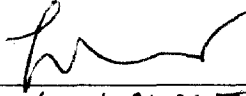
SECTION 17. Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent or any Lender in respect of the Obligations or the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or such Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or any other Person or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for the Grantor or any other Person or any substantial part of its assets, or otherwise, all as though such payments had not been made.

SECTION 18. Notices. Except as otherwise provided in the Loan Agreement, all notices and correspondences hereunder shall be in writing and sent by certified or registered mail, return receipt requested, or by overnight delivery service, with all charges prepaid, if to the Agent or any of the Lenders, then to Fleet Capital Corporation, 15260 Ventura Boulevard, Suite 400, Sherman Oaks, California 91403, Attn.: Loan Administration Manager, 7420 South Kyrene Road, Suite 101, Tempe, Arizona, Attn: Chief Financial Officer, or by facsimile transmission, promptly confirmed in writing sent by first class mail, if to the Agent, or any of the Lenders, at (818) 382-4291, and if to the Grantor at (480) 894-6433. Copies of all notices to Grantor respecting Events of Default shall also be sent to Bryan Cave, LLP, Two North Central Avenue, Suite 2200, Phoenix, Arizona, 85004, Attn: Joseph P. Richardson, Esq., and if by facsimile, at (602) 364-7070. All such notices and correspondence shall be deemed given (i) if sent by certified or registered mail, three (3) Business Days after being postmarked, (ii) if sent by overnight delivery service, when received at the above stated addresses or when delivery is refused and (iii) if sent by telex or facsimile transmission, when receipt of such transmission is acknowledged.

Section 13. Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the applicable Uniform Commercial Code, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

IN WITNESS WHEREOF, Grantor has caused this Confirmation and Grant of Security Interests in Trademarks and Trademark Applications to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MOBILE MINI, INC.,
a Delaware corporation

By: 
Name: *Lawrence Trachtenberg*
Title: *Executive Vice President*
Address: *Mobile Mini, Inc.*
7420 S. Kyrene Rd., Ste. 101
Tempe, AZ 85283

Agreed and consented to as of
the date first above written:

FLEET CAPITAL CORPORATION

By: _____
Name: Matthew Van Steenhuyse
Title: Senior Vice President
Address: 15260 Ventura Boulevard, Suite 400
Sherman Oaks, California 91403

Signature page to Confirmation and Grant of Security Interest
in Trademarks and Trademark Applications

TRADEMARK
REEL: 2468 FRAME: 0499


IN WITNESS WHEREOF, Grantor has caused this Confirmation and Grant of Security Interests in Trademarks and Trademark Applications to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MOBILE MINI, INC.,
a Delaware corporation

By: _____
Name:
Title:
Address:

Agreed and consented to as of
the date first above written:

FLEET CAPITAL CORPORATION

By: 
Name: Matthew Van Steenhuyse
Title: Senior Vice President
Address: 15260 Ventura Boulevard, Suite 400
Sherman Oaks, California 91403

Signature page to Confirmation and Grant of Security Interest
in Trademarks and Trademark Applications

TRADEMARK
REEL: 2468 FRAME: 0500

United States Trademark Registrations

Registration No.	Description	Registration Date
1538909	Mobile Mini (Stylized)	05/16/89
1538910	Mobile Mini Storage Systems & Design	05/16/89
1243165	Mobile Minis	06/21/83
1265339	Mobile Minis	01/24/84
2176062	National Security Containers	07/28/98
2176064	National Security Containers	07/28/98
2176063	NSC	07/28/98

United States Trademark Applications

Application No.	Description	Application Date
76-167806	Containerguard	11/17/00
76-149987	Premium Tri-Cam Locking System	10/19/00
76-149989	Tri-Cam Locking System	10/19/00

Canadian Trademark Registrations

Registration No.	Description	Registration Date
395588	Mobile Mini	03/13/92
395184	Mobile Mini Storage Systems Design	03/06/92