

09-29-1998

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY



100841038

Space Master International, Inc.

- ☐ Individuals
☐ General Partnership -
☒ Corporation-State: Georgia
☐ Other

- ☐ Association
☐ Limited Partnership

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

3. Nature of conveyance:

- ☐ Assignment
☒ Security Agreement
☐ Other
- ☐ Merger
☐ Change of Name

Execution Date: September 1, 1998

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

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: BT Commercial Corporation

Internal Address:

Street Address: 14 Wall Street

City: New York State: New York ZIP: 10005

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation- State: New York
☐ 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

Trademark Registration No.(s)

(1,718,750)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kimberly V. Miller

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved

3

7. Total fee (37 CFR 3.41): \$ 90.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/28/1998 DMGUYEN 00000213 1718750

01 FC:481
02 FC:48240.00 DP
50.00 DP

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.

Kimberly V. Miller

Name of Person Signing

Signature

9/22/98

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

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SCHEDULE OF MARKS

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SPACE MASTER BUILDINGS	Service Mark	1,718,750	9/22/92
SPACE MASTER and Design	Service Mark	2,132,587	1/27/98
SPACE MASTER INTERNATIONAL	Service Mark	1,390,337	4/15/86

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Space Master International, Inc., a Georgia corporation ("the Assignor") with principal offices at 8211 Town Center Drive, Baltimore, Maryland 21236, hereby assigns and grants to BT Commercial Corporation, as Collateral Agent (the "Assignee") with principal offices at 14 Wall Street, New York, New York 10005, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of September 1, 1998, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 22, 1997 and amended and restated as of September 1, 1998 (as amended, modified and supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
1st day of September, 1998

SPACE MASTER INTERNATIONAL, INC.,
as Assignor,

By Erhard E. Holthaus
Title: President

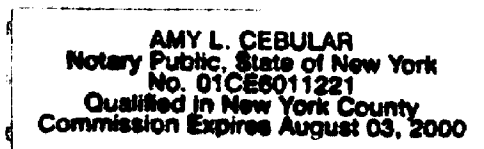
BT COMMERCIAL CORPORATION,
as Collateral Agent, Assignee

By Paul J. Clum
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

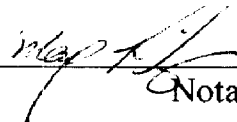
On this 1st day of September, 1998 before me personally came Gerard Hotthaus, who being duly sworn, did depose and say that he is President of SPACE MASTER INTERNATIONAL, INC., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Amy Cebular
Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1st day of September, 1998 before me personally came Frank A. Chiavari, who being duly sworn, did depose and say that he is Vice President of BT COMMERCIAL CORPORATION, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

MAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000

SCHEDULE OF PATENTS

None