

05-16-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Williams Scotsman, Inc. 8211 Town Center Drive Baltimore, MD 21236

5-10-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Maryland Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Grant of Security Interest

Execution Date: 03/26/02

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

Internal Address:

Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10019

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Commercial Bank

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

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Danice Kowalczyk, Esq.

Internal Address: White & Case

Street Address: 1155 Avenue of the Americas

New York NY 10036 City: State: Zip:

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-1705

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

DO NOT 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.

Danice Kowalczyk, Esq.

04/10/02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

05/15/2002 LHMULLER 00000030 1766208

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

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TRADEMARK REEL: 002506 FRAME: 0128

Schedule A

SCHEDULE OF MARKS

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
WILLIAMS SCOTSMAN and Design	Service Mark	1,766,208	04/20/93
ATCO TRAILER RENTALS and Design	Service Mark	1,939,853	12/05/95
SCOTSMAN	Trademark	867,439	04/01/69
SCOTSMAN	Service Mark	1,555,110	09/05/89
SCOTSMAN	Trademark	1,429,243	02/17/87
THE SCOTSMAN GROUP	Service Mark	1,648,341	06/18/91
S and Design	Service Mark	1,883,951	03/14/95
WAREHOUSES ON WHEELS	Service Mark	924,412	11/23/71
WAREHOUSES ON WHEELS	Service Mark	1,570,332	12/05/89
WAREHOUSES ON WHEELS and Design	Service Mark	1,610,131	08/14/90
WILLIAMS SCOTSMAN and Design	Service Mark	2,446,074	04/24/01
WILLIAMS SCOTSMAN and Design	Trade Mark	2,475,259	08/07/01
WILLIAMS SCOTSMAN	Service Mark	2,446,049	04/24/01
WILLIAMS SCOTSMAN	Trade Mark	2,454,889	05/29/01

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WILLIAMS SCOTSMAN, INC., a Maryland corporation ("the Grantor") with principal offices at 8211 Town Center Drive, Baltimore, Maryland 21236, hereby grants to BANKERS TRUST COMPANY, as Collateral Agent (the "Grantee") with principal offices at 31 West 52<sup>nd</sup> Street, New York, New York 10019, a security interest in (i) all of the Grantor'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 Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 26, 2002 (as amended, modified and supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the  
26 day of March, 2002.

WILLIAMS SCOTSMAN, INC.,  
as Grantor

By Gerard E. Keefe  
Name: Gerard E. Keefe  
Title: S.V.P./CFO

BANKERS TRUST COMPANY,  
as Collateral Agent and Grantee

By Mark E. Funk  
Name: Mark E. Funk  
Title: Director

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

On this 26 day of March, 2002, before me personally came Gerard E. Keefe who, being by me duly sworn, did state as follows: that ~~is~~ he is SVP/CFO of Williams Scotsman, Inc., that ~~is~~ he is authorized to execute the foregoing Grant on behalf of said corporation and that ~~is~~ he did so by authority of the Board of Directors of said corporation.

Nicole M. Fleming  
Notary Public

NICOLE M. FLEMING  
Notary Public, State of New York  
No 01FL6061987  
Qualified in New York County  
Commission Expires July 30, 2005

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

On this 26 day of March, 2002 before me personally came Mark E. Funk who, being by me duly sworn, did state as follows: that  he is Director of Bankers Trust Company, that  he is authorized to execute the foregoing Grant on behalf of said company and that  he did so by authority of said company.

Nicole M. Fleming  
Notary Public

NICOLE M. FLEMING  
Notary Public, State of New York  
No. 11FL6081987  
Qualified in New York County  
Commission Expires July 30, 2005