

10-01-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

102563405

Tab settings

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

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

9-17-03

2. Name and address of receiving party(ies) Name: Deutsche Bank Trust Company Internal of Americas Address: 60 Wall Street City: NY State: NY 10005

3. Nature of conveyance: [X] Other Grant of Security Interest Execution Date: 08/18/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

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 City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: 14 7. Total fee (37 CFR 3.41): \$520.00 8. Deposit account number: 23-1705

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. Signature Date: 09/11/2003

DO NOT USE THIS SPACE

Total number of pages including cover sheet, attachments, and document: 8

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

OFFICE OF PATENT RECORDS SEP 17 AM 10:30 FINANCE SECTION

10/01/2003 LNUELLER 00000232 1766206 01 FC:8521 40.00 OP 02 FC:8522 325.00 OP

Perfund Ref: 10/01/2003 LNUELLER 0000131145 CHECK Refund Total: \$153.00

TRADEMARK REEL: 002835 FRAME: 0485

SCHEDULE A

<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

AMENDED AND RESTATED 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 assigns and grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at Deutsche Bank Trust Company Americas, 60 Wall Street, New York, New York 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States 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 Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 26, 2002 and amended and restated as of August 18, 2003 (as further amended 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.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

18 day of August, 2003.

WILLIAMS SCOTSMAN, INC., Grantor

By  _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY

AMERICAS,

as Collateral Agent and Grantee

By _____

Name:

Title:

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 18 day of August, 2003, before me personally came John Carlin
_____ who, being by me duly sworn, did state as follows: that [s]he is
Senior VP & CFO of WILLIAMS SCOTSMAN, INC. that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the [Board of
Directors] of said corporation.



Notary Public

STEPHEN GREENE
Notary Public, State Of New York
No. 01GR6078425
Qualified In New York County
Commission Expires July 29, 2006

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

___ day of August, 2003.

WILLIAMS SCOTSMAN, Grantor

By _____

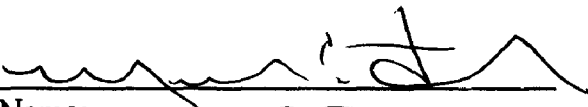
Name:

Title:

DEUTSCHE BANK TRUST COMPANY

AMERICAS,

as Collateral Agent and Grantee

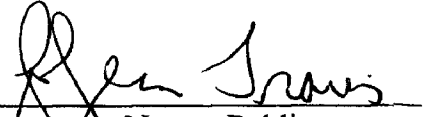
By  _____

Name: MARK G. FUNK

Title: DIRECTOR

STATE OF NEW YORK
COUNTY OF NEW YORK ss:

On this 18 day of August, 2003, before me personally came _____
MARC FINK who, being by me duly sworn, did state as follows: that ~~[s]~~he is
DIRECTOR of Deutsche Bank Trust Company Americas, that ~~[s]~~he is authorized to
execute the foregoing Grant on behalf of said entity and that ~~[s]~~he did so by authority of the
[Board of Directors] of said entity.



Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2007