

10-21-2003

10-14-07

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



102579983

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):

Space Master International, Inc. 8211 Town Center Drive Baltimore, MD 21236

- Individual(s) Association General Partnership Limited Partnership Corporation-State Georgia 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: 08/18/2003

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company of Internal Americas Address: 60 Wall Street

Street Address: City: NY State: NY Zip: 10005

- 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)

See attached

Additional number(s) attached Yes No

1718750

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

Name: Danice Kowalczyk, Esq.

White & Case

Internal Address:

Street Address: 1155 Avenue of the Americas

City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved:

33

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

- 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.

Name of Person Signing

Signature

09/11/2003

Date

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company
of Americas
 Internal Address: _____
 Address: _____
 Street Address: 60 Wall Street
 City: NY State: NY Zip: 10005

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 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

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

 City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: **14**

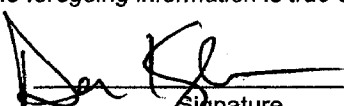
7. Total fee (37 CFR 3.41).....\$520.00
 Enclosed
 Authorized to be charged to deposit account

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.  09/11/2003
 Name of Person Signing Signature Date

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

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SPACE MASTER BUILDINGS	Service Mark	1,718,750	09/22/92
SPACE MASTER and Design	Service Mark	2,132,587	01/27/98
SPACE MASTER INTER- NATIONAL	Service Mark	1,390,337	04/15/86

AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SPACE MASTER INTERNATIONAL, INC., a Georgia 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

____ day of August, 2003.

SPACE MASTER INTERNATIONAL, 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 ____ day of August, 2003, before me personally came John
Carlin who, being by me duly sworn, did state as follows: that [s]he is
CFO & Treasurer of SPACE MASTER INTERNATIONAL, 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

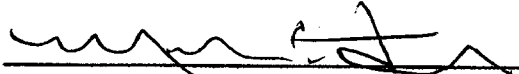
STEPHEN GREENE
Notary Public, State of New York
No. 01607025
Qualified in New York County
Commission Expires July 29, 2006

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
____ day of August, 2003.

SPACE MASTER INTERNATIONAL, INC.,
Grantor

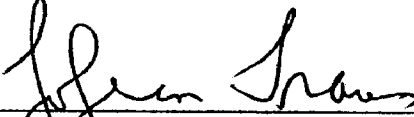
By _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By 
Name: MARK E. FINK
Title: DIRECTOR

STATE OF NEW YORK)
COUNTY OF New York) ss:

On this 18 day of August, 2003, before me personally came _____
MARK FUNK 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

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.

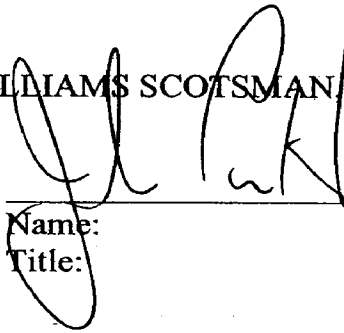
[Remainder of this page intentionally left blank; signature page follows]

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 E. FUNK
Title: DIRECTOR

STATE OF NEW YORK
COUNTY OF NEW YORK ss:

On this 18 day of August, 2003, before me personally came _____
MARK FINN 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