TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Williams Scotsman, Inc.		06/28/2005	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Institution:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1555110	SCOTSMAN
Registration Number:	2454889	WILLIAMS SCOTSMAN
Registration Number:	1766208	WILLIAMS SCOTSMAN
Registration Number:	1429243	SCOTSMAN
Registration Number:	0867439	SCOTSMAN
Registration Number:	2446074	WILLIAMS SCOTSMAN
Registration Number:	2475259	WILLIAMS SCOTSMAN
Registration Number:	2446049	WILLIAMS SCOTSMAN
Registration Number:	34350	

CH $240.00 1555110

CORRESPONDENCE DATA

Fax Number: (212)836-8026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 836-7319
Email: psomelofske@kayescholer.com

Correspondent Name:	Paul J. Somelofske
Address Line 1:	425 Park Avenue
Address Line 2:	Station 14-B
Address Line 4:	New York, NEW YORK 10022-3598

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	08/15/2005

Total Attachments: 5
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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 Bank of America, N.A., as Collateral Agent, with principal offices at Bank of America, N.A., 335 Madison Avenue, New York, New York 10017 (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, amended and restated as of August 18, 2003, and amended and restated as of June 28, 2005 (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 28th day of June, 2005

WILLIAMS SCOTSMAN, INC., Grantor

By _____
Name: Robert L. Singer
Title: EVP & CFO

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By _____
Name:
Title:

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 28th day of June, 2005

WILLIAMS SCOTSMAN, INC., Grantor

By _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By _____
Name: KEVIN W. CORCORAN
Title: VICE PRESIDENT

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SCHEDULE A

Trademark Registrations and Trademark Applications

Trademark	Registration Number	Registration Date
SCOTSMAN	1,555,110	9/5/89
WILLIAMS SCOTSMAN	2,454,889	5/29/01
WILLIAMS SCOTSMAN & design	1,766,208	4/20/93
SCOTSMAN	1,429,243	2/17/87
SCOTSMAN	0,867,439	4/1/69
WILLIAMS SCOTSMAN & design	2,446,074	4/24/01
WILLIAMS SCOTSMAN & design	2,475,259	8/7/01
WILLIAMS SCOTSMAN	2,446,049	4/24/01
SCOTSMAN	34350	2/9/89