

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
Modular Space Corporation		06/06/2011	CORPORATION: DELAWARE
Resun ModSpace, Inc.		06/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2123374	RESUN LEASING INCORPORATED
Registration Number:	2123379	RESUN
Registration Number:	2148887	RESUN
Registration Number:	2165218	RESUN
Registration Number:	2123373	RESUN LEASING INCORPORATED
Registration Number:	2135463	RESUN LEASING INCORPORATED
Registration Number:	2135462	RESUN
Registration Number:	2136875	RESUN LEASING INCORPORATED
Registration Number:	2638672	BRINGING SPACE TO YOU
Registration Number:	2588020	BRINGING SPACE TO YOU
Registration Number:	3241262	MEDBUILD
Registration Number:	3496987	MEDBUILD SPACE SOLUTIONS
Registration Number:	3415973	EXBUILD

TRADEMARK

900193722

REEL: 004555 FRAME: 0513

CH \$840.00 2123374

Registration Number:	3332179	EXBUILD
Registration Number:	3407052	EXBUILD
Registration Number:	3391878	RESUN SPACE SOLUTIONS
Registration Number:	3279691	RESUN SPACE SOLUTIONS
Registration Number:	3279696	RESUN SPACE SOLUTIONS
Registration Number:	3826100	MODSAFE
Registration Number:	3151456	MODSPACE.COM
Registration Number:	3133642	MODSPACE
Registration Number:	1123065	MODULAIRE
Serial Number:	85132207	HQ
Serial Number:	85132247	HQ
Serial Number:	85132291	HQ
Serial Number:	85132305	HQ
Serial Number:	77717229	MODSAFE
Serial Number:	77717250	MODSAFE
Serial Number:	77717292	MODSAFE
Serial Number:	77717480	MODSAFE
Serial Number:	77717537	MODSAFE
Serial Number:	77717573	MODSAFE
Serial Number:	77717597	MODSAFE

CORRESPONDENCE DATA

Fax Number: (678)533-7813
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-523-5300
Email: sls@phrd.com
Correspondent Name: Steven L. Schaaf, Paralegal
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689.83
NAME OF SUBMITTER:	Bobbi Acord Noland
Signature:	/BAN/
Date:	06/07/2011

Total Attachments: 11
source=Third AR Trademark Security Agmt#page1.tif

TRADEMARK
REEL: 004555 FRAME: 0514

source=Third AR Trademark Security Agmt#page2.tif
source=Third AR Trademark Security Agmt#page3.tif
source=Third AR Trademark Security Agmt#page4.tif
source=Third AR Trademark Security Agmt#page5.tif
source=Third AR Trademark Security Agmt#page6.tif
source=Third AR Trademark Security Agmt#page7.tif
source=Third AR Trademark Security Agmt#page8.tif
source=Third AR Trademark Security Agmt#page9.tif
source=Third AR Trademark Security Agmt#page10.tif
source=Third AR Trademark Security Agmt#page11.tif

**THIRD AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 6, 2011, by **Modular Space Corporation**, a Delaware corporation ("MSC"), **Resun ModSpace, Inc.**, a Delaware corporation ("RMI"), and **ModSpace Government Financial Services, Inc.**, a Delaware corporation ("MGFS"; MSC, RMI and MGFS, together with each subsidiary of MSC organized under the laws of a State of the United States or the District of Columbia that is hereafter formed or acquired and becomes a "Borrower" under the Credit Agreement described below being referred to collectively herein as "U.S. Borrowers" and, each individually, a "U.S. Borrower"), in favor of **Bank of America, N.A.**, as agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of March 30, 2007 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), by and among U.S. Borrowers, Resun Chippewa, LLC, a Delaware limited liability company formerly known as Resun Chippewa, Inc., ModSpace Financial Services Canada, Ltd., an Alberta corporation, the Agent and the various financial institutions party thereto from time to time as lenders (the "Existing Lenders"), such Existing Lenders and certain other parties thereto, the Existing Lenders agreed to make loans to, and extend other financial accommodations for the benefit of, U.S. Borrowers;

WHEREAS, in order to induce the Agent and the Existing Lenders to enter into the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) and to induce the Existing Lenders to make loans to and extend other financial accommodations for the benefit of U.S. Borrowers as provided for in the Existing Credit Agreement, U.S. Borrowers entered into a Second Amended and Restated Trademark Security Agreement dated as of March 30, 2007, in favor of the Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Agreement"), and pursuant thereto agreed to grant to the Agent a security interest in the Trademarks (as defined in Section 2 of the Existing Trademark Agreement) to secure the Obligations (as defined in the Existing Credit Agreement);

WHEREAS, the Borrowers and certain of their affiliates which, pursuant to the terms thereof, may be borrowers or guarantors thereunder from time to time, the Agent, the various financial institutions party thereto as lenders (the "Lenders") and the other parties thereto have entered into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement;

WHEREAS, the U.S. Borrowers have entered into that certain Guaranty dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time

to time, the "U.S. Guaranty"), pursuant to which the U.S. Borrowers have guaranteed the full and prompt payment and performance of all of the Guaranteed Obligations (as defined in the U.S. Guaranty);

WHEREAS, (i) pursuant to the U.S. Guaranty, U.S. Borrowers guaranteed the Canadian Obligations (as defined in the Credit Agreement), and (ii) pursuant to a certain Third Amended and Restated Security Agreement, dated on or about the date hereof, made by the Borrowers in favor of the Agent (as at any time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Borrower granted to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in, lien upon and right of set off against, all personal property and assets of such Borrower, including, without limitation, the Trademarks (as such term is defined in Section 2(b) below) of such Borrower and powers and rights of such Borrower in all of the Trademarks (as such term is defined in Section 2(b) below) (including the power to transfer rights in the following), whether now owned or existing or hereafter acquired or arising, regardless of where located, and the Collateral (as defined in the Security Agreement) of such Borrower, as collateral security for the full and prompt payment and performance of all of the Secured Obligations (as defined below).

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make loans and other financial accommodations to or for the benefit of the Borrowers under the Credit Agreement that U.S. Borrowers agree to amend and restate the Existing Trademark Agreement in its entirety as hereinafter set forth; and

WHEREAS, in consideration for, among other things, the execution and delivery of the Credit Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Secured Obligations (as defined below), the parties hereto agree that the Existing Trademark Agreement is hereby amended and restated in its entirety by this Agreement, and U.S. Borrowers agree to grant to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in and lien upon the Trademarks described herein, and to ratify, renew and continue its prior grant of such Trademarks, in order to ensure and secure the prompt payment and performance of the Secured Obligations (as defined below);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Existing Trademark Agreement as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable. Without limiting the generality of the foregoing, as used herein, (i) the term "Guaranteed Obligations" shall have the meaning ascribed to such term in the U.S. Guaranty, and (ii) the term "Secured Obligations" means all of the Obligations and all of the Guaranteed Obligations.

2. Grant of Security Interest in Existing Trademarks and Trademarks Arising or Acquired in the Future.

(a) Each U.S. Borrower hereby ratifies, reaffirms, renews and continues its prior grant of a security interest in favor of the Agent, for the benefit of the Secured Parties, in all of the Trademarks under (and as such term is defined in) the Existing Trademark Agreement. All security interests, pledges, assignments and other Liens previously granted by any Obligor pursuant to the Loan Documents (as defined in the Existing Credit Agreement) are hereby ratified, reaffirmed, renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Secured Obligations.

(b) As security for the due and prompt payment and performance of all Secured Obligations, each U.S. Borrower hereby grants and re-grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in, lien upon and right of set off against, the following assets (including the power to transfer rights in the following), in each case, whether now owned or existing or hereafter acquired or arising, and regardless of where located: each U.S. Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, as modified from time to time as herein provided, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (collectively, the "Trademarks"); provided, however, the Trademarks shall not include:

(x) any rights or interests of a U.S. Borrower in any contract if, under the terms of such contract or any Requirement of Law with respect thereto, the valid grant of a security interest or other Lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract has not been or is not otherwise obtained or under Requirements of Law such prohibition cannot be waived, provided that the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is ineffective or unenforceable under the UCC (including Sections 9-406, 9-407, 9-408 or 9-409) or any other Requirement of Law or (ii) so as to limit, impair or otherwise affect Agent's unconditional continuing security interest in and Lien upon any rights or interests of U.S. Borrowers in or to monies due or to become due under any such contract (including any Accounts); or

(y) any "intent-to-use" United States of America based trademark or service mark application until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application, unless the grant of a security interest therein would not render such "intent-to-use" based trademark or service mark application invalid or subject to cancellation.

3. Modification of Agreement.

Each U.S. Borrower authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional registered or applied-for trademarks which are Trademarks under Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, or any other similar filing office of another applicable jurisdiction, at the

expense of such U.S. Borrower. The Agent shall provide notice to the U.S. Borrowers of any amendment or modification to be effected pursuant to this Section.

4. Amendment.

Except as set forth in Section 3 hereof, this Agreement is subject to modification only by a writing signed by the parties hereto.

5. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6. Amendment and Restatement.

This Agreement amends and restates the Existing Trademark Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Agreement (collectively, the "Existing Trademark Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Documents or any indebtedness, liabilities or obligations of the U.S. Borrowers thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Documents, nor do they constitute a novation with respect thereto.

7. Security Agreement.

The security interest granted pursuant to this Agreement is cumulative with and in addition to the security interest granted to the Agent in the same property pursuant to the Security Agreement, and U.S. Borrowers hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. If any provision contained in this Agreement conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern and control.

[Remainder of page intentionally left blank;
signatures begin on following page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MODULAR SPACE CORPORATION

By: Charles Paquin
Name: CHARLES PAQUIN
Title: PRESIDENT

RESUN MODSPACE, INC.

By: Charles Paquin
Name: CHARLES PAQUIN
Title: PRESIDENT

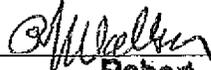
MODSPACE GOVERNMENT FINANCIAL SERVICES, INC.

By: Charles Paquin
Name: CHARLES PAQUIN
Title: PRESIDENT

[Signatures continued on following page]

Accepted on June 6, 2011:

BANK OF AMERICA, N.A.,
as the Agent

By: 
Name: Robert J. Walker
Title: Senior Vice President

SCHEDULE A

**Third Amended and Restated Conditional Assignment
and Trademark Security Agreement**

Listing of Trademark Registrations and Applications

U.S. Trademarks:

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation	US	Resun Leasing Incorporated and design	2,123,374 (Registered)	11/01/1996	12/23/1997
Modular Space Corporation	US	Resun	2,123,379 (Registered)	11/01/1996	12/23/1997
Modular Space Corporation	US	Resun and design	2,148,887 (Registered)	11/01/1996	04/07/1998
Modular Space Corporation	US	Resun and design	2,165,218 (Registered)	11/01/1996	06/16/1998
Modular Space Corporation	US	Resun Leasing Incorporated	2,123,373 (Registered)	11/01/1996	12/23/1997
Modular Space Corporation	US	Resun Leasing Incorporated	2,135,463 (Registered)	11/01/1996	02/10/1998
Modular Space Corporation	US	Resun	2,135,462 (Registered)	11/01/1996	02/10/1998
Modular Space Corporation	US	Resun Leasing Incorporated and design	2,136,875 (Registered)	11/01/1996	02/17/1998
Modular Space Corporation	US	Bringing Space To You	2,638,672 (Registered)	04/06/2001	10/22/2002
Modular Space Corporation	US	Bringing Space To You	2,588,020 (Registered)	04/06/2001	07/02/2002
Modular Space Corporation	US	Medbuild	3,241,262 (Registered)	07/22/04	05/15/2007
Modular Space Corporation	US	Medbuild Space Solutions	3,496,987 (Registered)	10/21/2004	09/02/2008
Modular Space Corporation	US	Exbuild	3,415,973 (Registered)	03/06/2006	04/22/2008
Modular Space Corporation	US	Exbuild	3,332,179 (Registered)	03/06/2006	11/06/2007

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation	US	Exbuild	3,407,052 (Registered)	03/06/2006	04/01/2008
Modular Space Corporation	US	Resun Space Solutions and design	3,391,878 (Registered)	04/11/2006	03/04/2008
Modular Space Corporation	US	Resun space solutions and design	3,279,691 (Registered)	04/07/2006	08/14/2007
Modular Space Corporation	US	Resun space solutions and design	3,279,696 (Registered)	04/11/2006	08/14/2007
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Resun	883,063 (Registered)	10/19/04	05/26/2005
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Medbuild	905,684 (Registered)	01/21/2005	10/27/2005
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Medbuild	910,997 (Registered)	01/21/2005	11/30/2005
Modular Space Corporation	Mexico	Medbuild Space Solutions and design	915,570 (Registered)	04/21/2005	01/11/2006
Modular Space Corporation	Mexico	Medbuild Space Solutions and design	921,072 (Registered)	04/21/2005	02/24/2006
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Resun	969,031 (Registered)	08/23/2006	01/19/2007
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Resun	952,031 (Registered)	08/23/2006	08/31/2006
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Resun	952,452 (Registered)	08/23/2006	09/14/2006

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Medbuild	952,453 (Registered)	08/23/2006	09/14/2006
Modular Space Corporation, formerly known as Resun Leasing, Inc.	Mexico	Medbuild space solutions	952,454 (Registered)	08/23/2006	09/14/2006
Modular Space Corporation	Canada	Resun	TMA662,289 (Registered)	10/27/2004	04/06/2006
Modular Space Corporation	Canada	Medbuild	TMA648,102 (Registered)	10/27/2004	9/14/2005
Modular Space Corporation	Canada	Medbuild Space Solutions	TMA753,446 (Registered)	04/21/2005	11/18/2009
Resun ModSpace, Inc.	US	Modspace.com	3,151,456 (Registered)	02/27/2002	10/03/2006
Resun ModSpace, Inc.	US	Modspace	3,133,642 (Registered)	02/27/2002	08/22/2006
Resun ModSpace, Inc.	US	Modulaire	1,123,065 (Registered)	08/28/1978	07/24/1979
Modular Space Corporation	Canada	ModSafe	1,436,546	04/23/2009	n/a
Modular Space Corporation	Canada	ModSafe	1,436,547	04/23/2009	n/a
Modular Space Corporation	Canada	ModSafe	7420365	05/25/2009	n/a
Modular Space Corporation	Canada	ModSafe	7420366 (Registered)	05/25/2009	08/21/2010
Modular Space Corporation	Canada	ModSafe	7420367	05/25/2009	n/a
Modular Space Corporation	Canada	ModSafe	7420368 (Registered)	05/25/2009	10/28/2010
Modular Space Corporation	Canada	ModSafe	7420373	05/25/2009	n/a
Modular Space Corporation	Canada	ModSafe	7420369 (Registered)	05/25/2009	08/21/2010
Modular Space Corporation	Canada	ModSafe	7420370	05/25/2009	n/a
Modular Space Corporation	Canada	ModSafe	7420371 (Registered)	05/25/2009	10/28/2010

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation	Mexico	ModSafe	1,106803 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,106,804 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,106,850 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,106,806 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,106,807 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,106,808 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,106,809 (Registered)	05/27/2009	06/18/2009
Modular Space Corporation	Mexico	ModSafe	1,109,670 (Registered)	05/27/2009	07/09/2009
Modular Space Corporation	Mexico	ModSpace	1,109,238 (Registered)	06/19/2009	07/07/2009
Modular Space Corporation	Mexico	ModSpace	1,109,239 (Registered)	06/19/2009	07/07/2009
Modular Space Corporation	Mexico	ModSpace	1,109,240 (Registered)	06/19/2009	07/07/2009
Modular Space Corporation	Mexico	ModSpace	1,109,241 (Registered)	06/19/2009	07/07/2009
Modular Space Corporation	US	HQ	85/132,207	09/17/2010	n/a
Modular Space Corporation	US	HQ	85/132,247	09/17/2010	n/a
Modular Space Corporation	US	HQ	85/132,291	09/17/2010	n/a
Modular Space Corporation	US	HQ	85/132,305	09/17/2010	n/a
Modular Space Corporation	US	ModSafe and Design	77/717,229	04/20/2009	n/a
Modular Space Corporation	US	ModSafe and Design	77/717,250	04/20/2009	n/a

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation	US	ModSafe and Design	77/717,292	04/20/2009	n/a
Modular Space Corporation	US	ModSafe and Design	77/717,480	04/20/2009	n/a
Modular Space Corporation	US	ModSafe	3,826,100 (Registered)	04/20/2009	07/27/2010
Modular Space Corporation	US	ModSafe	77/717,537	04/20/2009	n/a
Modular Space Corporation	US	ModSafe	77/717,573	04/20/2009	n/a
Modular Space Corporation	US	ModSafe	77/717,597	04/20/2009	n/a
Modular Space Corporation	Hawaii	ModSpace	4059263 (Registered)	n/a	12/17/2007
Modular Space Corporation	Nebraska	ModSpace	10099005 (Registered)	n/a	06/06/2007