TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT TO TRADEMARK SECURITY AGREEMENT

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
Modspace Government Financial Services, Inc.		06/06/2011	CORPORATION: DELAWARE
Modspace Financial Services Canada Ltd.		06/06/2011	COMPANY: ALBERTA, CANADA:

RECEIVING PARTY DATA

Name:	KKR SCF Loan Administration, LLC, as agent
Street Address:	555 California Street, 50th Floor
Internal Address:	Attention: Geoffrey Jones
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
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
Registration Number:	3826100	MODSAFE
Serial Number:	77717537	MODSAFE

CH $315.00 85132207

Serial Number:	77717597	MODSAFE
Serial Number:	77717573	MODSAFE

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2494

Email: watt.wanapha@srz.com

Correspondent Name: W. Wanapha c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	043732-0007
NAME OF SUBMITTER:	Watt Wanapha (043732-0007)
Signature:	/kc for ww/
Date:	06/09/2011

Total Attachments: 7

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is made, and effective as of the date indicated below, to the Trademark Security Agreement (the "Trademark Security Agreement"), dated March 30, 2007, between **Modular Space Corporation**, a Delaware corporation ("MSC"), **Resun ModSpace, Inc.**, a Delaware corporation ("RMI"), **ModSpace Governmental Financial Services, Inc.**, a Delaware corporation ("MGFS", and together with MSC and RMI, each a "Borrower" and collectively, the "Borrowers"), **ModSpace Financial Services Canada Ltd.**, an Alberta company ("ModSpace Canada", and together with the Borrowers, each a "Grantor" and collectively, the "Grantors"), in favor of **KKR SCF Loan Administration, LLC**, as agent (together with its successors and assigns in such capacity, the "Agent") for the Agent and the Lenders (as defined in the Trademark Security Agreement).

W I T N E S S E T H :

WHEREAS, Grantors entered into that certain Security Agreement, dated March 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Agent;

WHEREAS, pursuant to the Security Agreement, Grantors executed the Trademark Security Agreement under which Grantors granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, lien upon and right of set off against, all personal property and assets of each Grantor, including, without limitation, the Trademarks (as such term is defined in the Trademark Security Agreement) of each Grantor and powers and rights of each Grantor in all of the Trademarks (as such term is defined in the Trademark Security Agreement) (including the power to transfer rights in the following), whether then owned or existing or thereafter acquired or arising, regardless of where located, the Collateral (as defined in the Security Agreement) as collateral security for the full and prompt payment and performance of all of the Obligations;

WHEREAS, Grantors filed applications for registration with the United States Patent and Trademark Office for the trademarks set forth on Schedule A1 attached hereto (the "New Trademarks"); and

WHEREAS, Grantors and Agent desire to amend the Trademark Security Agreement to include the New Trademarks as Collateral (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Schedule A to the Trademark Security Agreement is hereby amended to include the New Trademarks listed on Schedule A1 attached hereto. All the Security Agreement and Trademark Security Agreement terms and provisions (including without limitation all conditions, representations, warranties, covenants and other agreements) shall apply to each New Trademark as if such mark had been included on Schedule A as of March 30, 2007. Without limiting the foregoing provisions, as of the date hereof, the term "Collateral" shall include, without limitation, the New Trademarks, and the Grantors hereby

confirm the grant to Agent for the benefit of the Agents and the Lenders a continuing security interest in all right, title and interest of Grantors in, to and under the New Trademarks, together with, among other things, the goodwill of the businesses symbolized by the New Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations.

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IN WITNESS WHEREOF, the Grantors have caused this Amendment to be duly executed by its officer thereunto duly authorized as of June 6, 2011.

MODULAR SPACE CORPORATION

By: _____
Name: James D. Sheets
Title: Secretary

RESUN MODSPACE, INC.

By: _____
Name: James D. Sheets
Title: Vice President

MODSPACE GOVERNMENT FINANCIAL SERVICES, INC.

By: _____
Name: James D. Sheets
Title: Vice President

MODSPACE FINANCIAL SERVICES CANADA, LTD.

By: _____
Name: James D. Sheets
Title: Secretary

Signature continues on following page

Accepted on JUNE 8, 2011:

KKR SCF LOAN ADMINISTRATION, LLC
as the Agent

By: _____
Name: JEFFREY M. SMITH
Title: AUTHORIZED SIGNATORY

DOC ID-16588372.2

SCHEDULE A1

Company	Country / State	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation	United States	HQ	85/132,207	09/17/2010	N/A
Modular Space Corporation	United States	HQ	85/132,247	09/17/2010	N/A
Modular Space Corporation	United States	HQ	85/132,291	09/17/2010	N/A
Modular Space Corporation	United States	HQ	85/132,305	09/17/2010	N/A
Modular Space Corporation	United States	ModSafe and Design	77/717,229	04/20/2009	N/A
Modular Space Corporation	United States	ModSafe and Design	77/717,250	04/20/2009	N/A
Modular Space Corporation	United States	ModSafe and Design	77/717,292	04/20/2009	N/A
Modular Space Corporation	United States	ModSafe and Design	77/717,480	04/20/2009	N/A
Modular Space Corporation	United States	ModSafe	3,826,100 (Registered)	04/20/2009	07/27/2010
Modular Space Corporation	United States	ModSafe	77/717,537	04/20/2009	N/A

Company	Country / State	Trademark	Application or Registration No.	Filing Date	Registration Date
Modular Space Corporation	United States	ModSafe	77/717,573	04/20/2009	N/A
Modular Space Corporation	United States	ModSafe	77/717,597	04/20/2009	N/A
Modular Space	Hawaii	ModSpace	4059263 (Registered)	n/a	12/17/2007
Modular Space Corporation	Nebraska	ModSpace	10099005 (Registered)	n/a	06/06/2007
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
Modular Space Corporation	Mexico	ModSafe	1,106803 (Registered)	05/27/2009	06/18/2009

Company	Country / State	Trademark	Application or Registration No.	Filing Date	Registration Date
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