

## 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		02/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway, NW		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3855594	MEDBUILD SPACE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6785337787		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steve Schaaf, Paralegal		
Address Line 1:	Parker, Hudson, Rainer & Dobbs LLP		
Address Line 2:	285 Peachtree Center Avenue, N.E., #1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.83		
NAME OF SUBMITTER:	Kathleen O. Currey		
Signature:	/KOC/		

CH \$40.00 3855594

Date:

02/25/2014

**Total Attachments: 5**

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February 25, 2014

Bank of America, N.A., as Agent  
300 Galleria Parkway  
Suite 800  
Atlanta, Georgia 30339  
Attention: Loan Administration Officer - ModSpace

RE: Amendment to Third Amended and Restated Trademark Security Agreement -- Modular Space Corporation

Ladies and Gentlemen:

Reference is made to that certain Third Amended and Restated Trademark Security Agreement dated June 6, 2011 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"), among Bank of America, N.A., a national banking association, in its capacity as agent (together with its successors in such capacity, "Agent") for Secured Parties, and 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 being referred to collectively herein as "U.S. Borrowers" and, each individually, a "U.S. Borrower"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to Section 3 of the Trademark Security Agreement, when any U.S. Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, Agent is entitled to modify the Trademark Security Agreement by amending Schedule A thereto to include the new trademarks or applications therefor.

The undersigned U.S. Borrowers and Agent desire to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Schedule A-1 attached hereto on Schedule A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at U.S. Borrowers' expense.

As security for the due and prompt payment and performance of all Secured Obligations, each U.S. Borrower hereby grants to Agent, for the benefit of 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 on Schedule A-1 attached hereto and by reference made a part hereof, 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.

The security interest granted pursuant to this letter agreement is cumulative with and in addition to the security interest granted to Agent in the same property pursuant to the Security Agreement, and U.S. Borrowers hereby acknowledge and affirm that the rights and remedies of 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 letter agreement conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern and control.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by the undersigned U.S. Borrowers and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; Signatures appear on following pages.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

**U.S. BORROWER:**

**MODULAR SPACE CORPORATION**

By: Charles R. Paquin  
Name: Charles R. Paquin  
Title: President

**RESUN MODSPACE, INC.**

BY: Charles R. Paquin  
NAME: Charles R. Paquin  
TITLE: President

**MODSPACE GOVERNMENT FINANCIAL SERVICES, INC.**

BY: Charles R. Paquin  
NAME: Charles R. Paquin  
TITLE: President

[Signatures continue on following page.]

Accepted and agreed to:

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

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

**SCHEDULE A-1**

**Trademarks**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
Modular Space Corporation	USA	Medbuild Space Solutions and Design	3,855,594 (Registered)	08/05/2009	10/05/2010