

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
Target Logistics Management, LLC		01/17/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	335 Madison Ave, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4283163	TL MOBILE CREW CAMP	
Registration Number:	4285820	TL	
Registration Number:	4285775	ECONOMICS OF COMFORT	
Registration Number:	4095970	TARGET LOGISTICS	
Registration Number:	4087529	WHEREVER YOU GO. WHATEVER IT TAKES.	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

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ATTORNEY DOCKET NUMBER:	079072/0011
NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	03/04/2014
<p>Total Attachments: 8</p> <p>source=Algeco - US IP Security Agreementt#page1.tif</p> <p>source=Algeco - US IP Security Agreementt#page2.tif</p> <p>source=Algeco - US IP Security Agreementt#page3.tif</p> <p>source=Algeco - US IP Security Agreementt#page4.tif</p> <p>source=Algeco - US IP Security Agreementt#page5.tif</p> <p>source=Algeco - US IP Security Agreementt#page6.tif</p> <p>source=Algeco - US IP Security Agreementt#page7.tif</p> <p>source=Algeco - US IP Security Agreementt#page8.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of January 17, 2014, is made by the Person listed on the signature page hereof (collectively, the “**Grantor**”) in favor of Bank of America, N.A., as Administrative Agent (the “**Administrative Agent**”) for the Secured Parties (as defined in each of the Credit Agreement referred to below).

WHEREAS, Algeco/Scotsman Holding S.à r.l., a société à responsabilité limitée organized under the laws of Luxembourg, certain of its subsidiaries (including the Grantor), Bank of America, N. A. as Administrative Agent on behalf of the Secured Parties (as defined in the Credit Agreement (as defined below)) and the other parties party thereto have entered into a Revolving Syndicated Facility Agreement dated as of October 11, 2012 (said Agreement, as amended and restated as of December 19, 2013, as supplemented by that certain U.S. Revolver Commitment Increase Supplement as of December 19, 2013, and as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) .

WHEREAS, the Grantor has entered into a Security and Pledge Agreement dated as of October 11, 2012 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office (or any successor office or any similar office in any state or political subdivision) and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. GRANT OF SECURITY

Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under the following property, wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the “**Collateral**”):

- 1.1 all United States patents, patent applications, and certificates of inventions industrial designs set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security

Agreement (an “**IP Security Agreement Supplement**”), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, amendments and re-examinations thereof, all inventions both described and claimed therein, and all rights therein provided by international treaties or conventions (the “**Patents**”);

- 1.2 all United States registrations and applications for trademarks, service mark, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether statutory or common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States of any foreign county (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and all rights therein provided by international treaties or conventions or other applicable laws with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the “**Trademarks**”);
- 1.3 all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or under common law, whether published or unpublished, registered or recorded in the United States whether published or unpublished and all mask works (as such term is defined in 17 U.S.C. Section 901, et seq.), all rights and privileges arising under applicable law with respect to such copyrights, any renewals or extensions thereof, all copyrights of works derived from such copyrights, including, without limitation, the copyright registrations and copyright applications, together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the “**Copyrights**”);
- 1.4 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- 1.5 to the extent not covered in Sections 1.1, 1.2, 1.3 and 1.4, all income, fees, royalties and proceeds (now or hereafter due and/or payable) of, collateral for and supporting obligations relating to, any and all of the foregoing.
- 1.6 Notwithstanding anything to the contrary contained above, the security interest created by this IP Security Agreement shall not extend to Excluded Assets.

2. RECORDATION

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. TERMINATION

Upon the latest of (a) the payment in full in cash of the Secured Obligations, (b) the Facility Termination Date and (c) the termination or expiration of all Secured Obligations under the Credit Agreement, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantor.

4. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

5. GRANTS, RIGHTS AND REMEDIES

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

6. GOVERNING LAW


This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

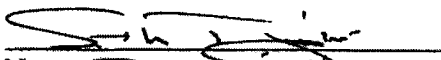
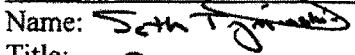

TARGET LOGISTICS MANAGEMENT, LLC

By:


Name: Joseph H. Murphy
Title: President

Agreed and Accepted:

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

By: 
Name: 
Title: 

[U.S. IP Security Agreement]

SCHEDULE A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

SCHEDULE B
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Mark	Owner	Serial #	USPTO Filing Date	USPTO Trademark Issue Date	USPTO Registration #
TL Mobile Crew Camp (stylized logo, grayscale)	Target Logistics Management, LLC	85709765	8/22/2012	01/29/2013	4,283,163
TL (stylized logo, grayscale)	Target Logistics Management, LLC	85651692	6/14/2012	02/05/2013	4,285,820
Economics of Comfort (Standard characters)	Target Logistics Management, LLC	85650454	6/13/2012	02/05/2013	4,285,775
Target Logistics (standard characters)	Target Logistics Management, LLC	85341488	6/8/2011	2/7/2012	4,095,970
Wherever you go. Whatever it takes. (standard characters)	Target Logistics Management, LLC	85341522	6/8/2011	1/17/2012	4,087,529

SCHEDULE C
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.