

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Scotsman, Inc.		05/08/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	335 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86388277	AS FLEX	
Serial Number:	86502017	360° SERVICE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 251-5047		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Michelle T. Morad, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	079072/0012		
NAME OF SUBMITTER:	Michelle T. Morad		
SIGNATURE:	/mtm/		
DATE SIGNED:	05/18/2015		
Total Attachments: 7			
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Intellectual Property Security Agreement Supplement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**IP Security Agreement Supplement**") dated as of May 8, 2015, is made by the Person listed on the signature page hereof (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 Global S.à r.l., a company organized under the laws of Luxembourg and certain of its Subsidiaries (including the Grantors) have entered into the Amended and Restated Syndicated Facility Agreement dated as of December 19, 2013 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with Bank of America, N.A. as Administrative Agent and Collateral Agent on behalf of the Secured Parties (as defined therein).

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security and Pledge Agreement dated as of October 11, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons 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, the Grantor and such other persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Administrative Agent dated as of October 11, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP 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 and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

1. **CONFIRMATION OF GRANT OF SECURITY**

The Grantor hereby acknowledges and confirms the grant of a security interest to the Administrative Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "**Additional Collateral**"):

- 1.1 all United States patents, patent applications, and certificates of inventions industrial designs set forth in Schedule A hereto, 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 or 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 (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 (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. SUPPLEMENT TO SECURITY AGREEMENT AND IP SECURITY AGREEMENT

Schedule 5 to the Security Agreement and Schedule A and B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

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. RECORDATION

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

5. GOVERNING LAW

This IP Security Agreement Supplement 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, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILLIAMS SCOTSMAN, INC.

By *Samantha Bishop*

Name: *Samantha Bishop*

Title: *Secretary*

Address:
901 South Bond Street, Suite 600
Baltimore MD 21231, U.S.A.

SCHEDULE A

Owner	Patent	Application/Registration Number
Williams Scotsman, Inc.	FLEX DESIGN	29/512,187

SCHEDULE B

Owner	Trademark	Application/Registration Number
Williams Scotsman, Inc.	AS FLEX	86388277
Williams Scotsman, Inc.	360° Service	86502017
Williams Scotsman, Inc.	AS FLEX	Canada - 1691593
Williams Scotsman, Inc.	360° Service	Canada - 1708640
Williams Scotsman, Inc.	360° Service	Brazil - 908824696
Williams Scotsman, Inc.	360° Service	Brazil - 908824653
Williams Scotsman, Inc.	360° Service	Brazil - 908824700
Williams Scotsman, Inc.	360° Service	Brazil - 908824718
Williams Scotsman, Inc.	AS Flex	Mexico - 1522794
Williams Scotsman, Inc.	AS Flex	Mexico - 1522805
Williams Scotsman, Inc.	AS Flex	Mexico - 1522800
Williams Scotsman, Inc.	360° Service (logo)	Mexico - 1563836
Williams Scotsman, Inc.	360° Service (logo)	Mexico - 1563860
Williams Scotsman, Inc.	360° Service (logo)	Mexico - 1563858
Williams Scotsman, Inc.	360° Service (logo)	Mexico - 1563853

SCHEDULE C

None.