TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST ON REEL/FRAME NO.: 4902/0801 (RECORDED 11/16/2012)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		11/29/2017	BANK: UNITED STATES

RECEIVING PARTY DATA

Name:	WILLIAMS SCOTSMAN, INC.
Street Address:	901 SOUTH BOND STREET
Internal Address:	SUITE 600
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3962140	GOSPACE BY WILLIAMS SCOTSMAN
Registration Number:	4052253	REMOD
Registration Number:	4066285	REMOD BY WILLIAMS SCOTSMAN
Registration Number:	2454889	WILLIAMS SCOTSMAN
Registration Number:	2446049	WILLIAMS SCOTSMAN
Registration Number:	1766208	WILLIAMS SCOTSMAN
Registration Number:	2446074	WILLIAMS SCOTSMAN
Registration Number:	2475259	WILLIAMS SCOTSMAN

CH $215.00 3962140

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com
Correspondent Name: Maria Banda
Address Line 1: Kirkland & Ellis, LLP
Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	24907-13

NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	01/25/2018

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated effective as of November 29, 2017, is made by **Bank of America, N.A.**, as Administrative Agent (the "Administrative Agent"), with respect to the security interest granted to it by **Williams Scotsman, Inc.** (the "Grantor"), in the IP Collateral (defined below). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (defined below).

W I T N E S S E T H

WHEREAS, reference is made to 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") among the Administrative Agent, the Grantor and certain other Persons;

WHEREAS, pursuant to the Security Agreement, the Grantor entered into that certain (i) Intellectual Property Security Agreement dated as of October 11, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), (ii) Intellectual Property Security Agreement Supplement dated as of October 23, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2014 Supplement"), (iii) Intellectual Property Security Agreement Supplement dated as of May 8, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2015A Supplement"), (iv) Intellectual Property Security Agreement Supplement dated as of November 13, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2015B Supplement"), and (v) Intellectual Property Security Agreement Supplement dated as of November 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2016 Supplement" and, together with the Intellectual Property Security Agreement, 2014 Supplement, 2015A Supplement and 2015B Supplement, the "IP Security Agreements");

WHEREAS, the Intellectual Property Security Agreement was recorded in the U.S. Patent and Trademark Office on November 16, 2012 on Reel/Frame 4902/0801 and in the U.S. Copyright Office on November 19, 2012 at Volume 3623 Document 723;

WHEREAS, the 2014 Supplement was recorded in the U.S. Patent and Trademark Office on February 26, 2015 on Reel/Frame 035044/0448;

WHEREAS, the 2015A Supplement was recorded in the U.S. Patent and Trademark Office on May 18, 2015 on Reel/Frame 5518/0758 and Reel/Frame 035715/0861;

WHEREAS, the 2015B Supplement was recorded in the U.S. Patent and Trademark Office on November 13, 2015 on Reel/Frame 5678/0863;

WHEREAS, the 2016 Supplement was recorded in the U.S. Patent and Trademark Office on November 30, 2016 on Reel/Frame 40466/699 and 40750/0799;

WHEREAS, Grantor, Administrative Agent and the other parties party thereto entered into that certain Amended and Restated Syndicated Facility Agreement, dated as of December 19, 2013 (as supplemented by that certain U.S. Revolver Increase Supplement, dated as of December 19, 2013, as amended by that certain Amendment No. 1 to Amended and Restated Syndicated Facility Agreement, dated as of March 24, 2014 and by Amendment No. 2 to Amended and Restated Syndicated Facility Agreement, dated as of March 31, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, concurrent with the execution of this Release, Grantor, Administrative Agent and the other parties thereto are entering into Amendment No. 3 to Amended and Restated Syndicated Facility Agreement (as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Amendment No. 3"), providing that the assets owned by Grantor shall, at the time of consummation of the Williams Scotsman Sale (as defined therein) and after giving effect to the other Williams Scotsman Sale Transactions (as defined therein) (collectively, the "Release Date"), automatically be released from the security interest of the Security Agreement and the IP Security Agreements as in effect immediately prior to the Third Amendment Effective Date (as defined therein);

WHEREAS, immediately prior to the Williams Scotsman Sale (as defined in Amendment No. 3), Williams Scotsman, Inc. assigned, transferred and conveyed to Algeco US Holdings LLC certain assets and rights, including certain trademarks containing or incorporating "Algeco Scotsman" and the associated trademark registrations and applications for registration included in the Collateral (as defined in the Intellectual Property Security Agreement) and the Additional Collateral (as defined in each of the 2014 Supplement, 2015A Supplement, 2015B Supplement and 2016 Supplement) (collectively, the "Assigned Rights"); and

WHEREAS, the Administrative Agent, solely in reliance on the representations and warranties made pursuant to Amendment No. 3 and without independent investigation, has agreed to release and discharge fully its security interest in the IP Collateral (as defined below) as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. **Definitions**: "IP Collateral" means the Collateral (as defined in the Intellectual Property Security Agreement) and the Additional Collateral (as defined in each of the 2014 Supplement, 2015A Supplement, 2015B Supplement and 2016 Supplement) owned by Williams Scotsman, Inc. as of the Release Date, including the patents and patent applications, trademark registrations and trademark applications and copyright registrations identified in Schedule A hereto. For the avoidance of doubt, the IP Collateral shall not include the Assigned Rights.

2. **Release of Security Interest**: The Administrative Agent hereby releases and discharges fully, without representation, warranty or recourse, its security interest under the IP Security Agreements in and to all of the Grantor's right, title and interest in and to the IP Collateral (the "Released Collateral"). This Release is not intended to and does not release or discharge Administrative Agent's security interest in any Assigned Rights.

3. Recordation: Administrative Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office and U.S. Copyright Office to place on record the release of the security interest in the Released Collateral by Administrative Agent.

4. Miscellaneous. Except as expressly set forth in this Release, all of the terms and provisions of the Loan Documents (including all exhibits and schedules to the other Loan Documents) are and shall remain in full force and effect. The execution, delivery and effectiveness of this Release shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Administrative Agent or any Lender under the Credit Agreement or any Loan Document, or constitute a waiver or amendment of any other provision of any Loan Document except as and to the extent expressly set forth herein. This Release is strictly limited solely and only to the Released Collateral and to no other Collateral (as defined in the Security Agreement). The Administrative Agent continues to maintain, without interruption or impairment, its security interest in all of Collateral (as defined in the Security Agreement) of the other grantors thereunder. The provisions of the Security Agreement (and any other Loan Documents) shall, except as modified by this Release, continue in full force and effect. **THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has executed this Release as of the date first set forth above.

Bank of America, N.A., as Administrative Agent

By:
Name: **Gregory A. Krase**
Title: **Senior Vice President**
BANK OF AMERICA, N.A.

SCHEDULE A

U.S. Trademarks Subject to Security Interest
Granted by Williams Scotsman, Inc.
In Favor of Bank of America, N.A.
Dated October 11, 2012 and Recorded at Reel 004902 Frame 0801

Trademark Registrations

Trademark	Registration No.
GOSPACE BY WILLIAMS SCOTSMAN	3962140
REMOD	4052253
REMOD BY WILLIAMS SCOTSMAN	4066285
WILLIAMS SCOTSMAN	2454889
WILLIAMS SCOTSMAN	2446049
WILLIAMS SCOTSMAN	1766208
WILLIAMS SCOTSMAN	2446074
WILLIAMS SCOTSMAN	2475259

U.S. Copyrights Subject to Security Interest
Granted by Williams Scotsman, Inc.
In Favor of Bank of America, N.A.
Dated October 11, 2012 and Recorded at Document No. V3623D723

Copyright Registrations

Title	Registration No.
Approved plans manual: v.1	TX3108738
Approved plans manual: v.2	TX3110559
Approved plans manual: v.3	TX3110560
Approved plans manual: v.4	TX3107295
Approved plans manual: v.5	TX3107300
Options-v.1, no. 1, spring 1989	TX2561316
Options-v.1, no. 2, summer 1989	TX2660344
Options-v.1, no. 3, fall 1989	TX2770109
Options-v.1, no. 4, winter 1990	TX2807020
Options-v.2, no. 1, spring 1990	TX2831881
Order, maintenance and billing application	TXu1190880
Sales information system (SIS) computer program	TXu1155620

U.S. Trademarks Subject to Security Interest
Granted by Williams Scotsman, Inc.
In Favor of Bank of America, N.A.
Dated May 8, 2015 and Recorded at Reel 005518 Frame 0758

Trademark Registrations

Trademark	Application/Registration No.
360° Service	US 86/502017
360° Service	Canada - 1708640
360° Service	Brazil - 908824696
360° Service	Brazil - 908824653
360° Service	Brazil - 908824700
360° Service	Brazil - 908824718
360° Service (logo)	Mexico - 1563836
360° Service (logo)	Mexico - 1563860
360° Service (logo)	Mexico - 1563858

U.S. Patent Subject to Security Interest
Granted by Williams Scotsman, Inc.
In Favor of Bank of America, N.A.
Dated May 8, 2015 and Recorded at Reel 035715 Frame 0861

Patents

Title	Patent No.
FLEX DESIGN	29/512,187

U.S. Trademarks Subject to Security Interest
Granted by Williams Scotsman, Inc.
In Favor of Bank of America, N.A.
Dated November 13, 2015 and Recorded at Reel 005678 Frame 0863

Trademark Registrations

Trademark	Registration No.
TECHSUITE BY WILLIAMS SCOTSMAN	US 4566358
REMOD	US 4052253
REMOD (Stylized & Design)	US 4066285
STAYOVER	CA 1721471
WILLSCOT	CA 1621090

U.S. Patents Subject to Security Interest
Granted by Williams Scotsman, Inc.
In Favor of Bank of America, N.A.
Dated November 30, 2016 and
Recorded at Reel 040466 Frame 0699 and Reel 040750 Frame 0799

Patents

Title	Patent No.
Welded Roof for Modular Building Units	9347222
Interlocking Wall Panels for Modular Building Units	9631365
Floor Assembly for Modular Building Units	9,556,612
Interlocking Door Frame and Wall Panels for Modular Building Units	9,624,712
Wall Panel Connecting System for Modular Building Units	9,493,945
Modular Building Unit	D771,835

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