

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM462355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Target Logistics Management, LLC		02/15/2018	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank Trustees Limited, as Agent		
<b>Street Address:</b>	125 Old Broad Street		
<b>Internal Address:</b>	Fifth Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N IAR		
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4283163	TL MOBILE CREW CAMP	
<b>Registration Number:</b>	4285820	TL	
<b>Registration Number:</b>	4285775	ECONOMICS OF COMFORT	
<b>Registration Number:</b>	4095970	TARGET LOGISTICS	
<b>Registration Number:</b>	4087529	WHEREVER YOU GO. WHATEVER IT TAKES.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0192		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		

CH \$140.00 4283163

DATE SIGNED:	02/15/2018
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**Total Attachments: 9**

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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 February 15, 2018, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of U.S. Bank Trustees Limited, as security agent (the “**Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below, the “**Secured Parties**”).

**WHEREAS**, Algeco Investments B.V. (whose company name was or will be changed from Algeco Scotsman Investments B.V. on or around the Closing Date), a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its corporate seat in Amsterdam, the Netherlands, and its office at Naritaweg 165, Telestone 8, 1043 BW Amsterdam, the Netherlands, registered with the Dutch Trade Register of the Chamber of Commerce under number 70269963, and certain of its Subsidiaries (including the Grantor) have entered into a Syndicated Facility Agreement, dated as of February 15, 2018 (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 ABL Priority Bank Account Security Agent (as defined therein) and as administrative agent for itself and the other Secured Parties (as defined therein).

**WHEREAS**, the Grantor has entered into a Security and Pledge Agreement, dated as of February 15, 2018 (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 U.S. Bank Trustees Limited, as security agent thereunder for the benefit of the Secured Parties, and has 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 and the United States Copyright Office.

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

**1. Grant of Security**

The Grantor hereby (a) assigns and pledges to the Agent for the benefit of the ABL Secured Parties, and hereby grants to the Agent for the benefit of the ABL Secured Parties, in each case to secure the ABL Secured Obligations, (b) assigns and pledges to the Agent for the benefit of the SSN Secured Parties, and hereby grants to the Agent for the benefit of the SSN Secured Parties, in each case to secure the SSN Secured Obligations, and (c) assigns and pledges to the Agent for the benefit of each of the other Secured Parties, and hereby grants to the Agent for the benefit of each of the other Secured Parties, in each case to secure the Other Secured Obligations, in each case, a separate and independent continuing security interest in and to all of the 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 the Grantor to the 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 the 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 the Grantor to the 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 the 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 the Grantor to the 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

The 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 termination or expiration of all Commitments under and as defined in the Credit Agreement, and (c) the satisfaction in full in cash of all Obligations under and as defined in the Indenture, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor.

## 4. Execution in Counterparts

This IP Security 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. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the 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, the Grantor has caused this IP Security 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: Andrew A. Aberdale  
Title: Manager

Address:  
c/o Algeco US Holdings LLC  
901 South Bond Street, Suite 600  
Baltimore, MD 21231  
Email Address: azuwuikendukwu@wilscot.com  
Attn: Azuwuike Ndukwa

ACKNOWLEDGED:

U.S. BANK TRUSTEES LIMITED; as Agent

By:   
Name: Michael Leone  
Title: Authorised Signatory

By:   
Name: Chris Hobbs  
Title: Authorised Signatory

Address: Fifth Floor  
125 Old Broad Street  
London EC2N 1AR  
United Kingdom  
Email Address: MBS.Relationship.Management@usbank.com



**Schedule A**

**Patents**

None

**Schedule B**

**Trademarks**

<b>Owner</b>	<b>Country</b>	<b>Title</b>	<b>Number</b>	<b>Status</b>
Target Logistics Management, LLC	US	TL Mobile Crew Camp (stylized logo, grayscale)	4283163	Registered
Target Logistics Management, LLC	US	TL (stylized logo, grayscale)	4285820	Registered
Target Logistics Management, LLC	US	Economics of Comfort (Standard characters)	4285775	Registered
Target Logistics Management, LLC	US	Target Logistics Standard characters	4095970	Registered
Target Logistics Management, LLC	US	Wherever you go. Whatever it takes (standard characters)	4087529	Registered
Target Logistics Management, LLC	US	"Rest Assured" (standard characters)	87641676	Applied For

**Schedule C**

**Copyrights**

None