

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement - ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modular Space Corp.		08/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	100 Federal Street		
Internal Address:	MA5-100-09-12		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4372888	HQ	
Registration Number:	4392655	HQ	
Registration Number:	4365074	HQ	
Registration Number:	3241262	MEDBUILD	
Registration Number:	3855594	MEDBUILD SPACE SOLUTIONS	
Registration Number:	4425794	MODSAFE	
Registration Number:	4292584	MODSAFE	
Registration Number:	3826100	MODSAFE	
Registration Number:	4324655	MODSAFE	
Registration Number:	4305493	MODSAFE	
Registration Number:	3133642	MODSPACE	
Registration Number:	5177564	MODSPACE	
Registration Number:	3151456	MODSPACE.COM	
Registration Number:	5323143	MODSPACE.COM	
Registration Number:	1123065	MODULAIRE	
Registration Number:	2123379	RESUN	
Registration Number:	2135462	RESUN	
Registration Number:	2148887	RESUN	

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Property Type	Number	Word Mark
Registration Number:	2165218	RESUN
Registration Number:	2123373	RESUN LEASING INCORPORATED
Registration Number:	2135463	RESUN LEASING INCORPORATED
Registration Number:	2123374	RESUN LEASING INCORPORATED
Registration Number:	2136875	RESUN LEASING INCORPORATED
Registration Number:	5177563	THE HUB

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0154
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	08/20/2018

Total Attachments: 10

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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 August 15, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Bank of America, N.A., as Administrative Agent and Collateral Agent (together with its successors in such capacities, the “**Agent**”) for the Secured Parties (as defined in each of the Credit Agreement referred to below).

WHEREAS, Williams Scotsman Holdings Corp., a Delaware corporation, and certain of its Subsidiaries (including the Grantors) are party to an ABL Credit Agreement dated as of November 29, 2017 (said Agreement, as amended by amendments dated July 9, 2018, July 24, 2018 and the date hereof and as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with, inter alios, Bank of America, N.A. as Agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Grantors are party to a Security and Pledge Agreement dated as of November 29, 2017 (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 Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the 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), the Canadian Intellectual Property Office 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 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 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 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 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, the Canadian Intellectual Property Office or in any office or agency of any State or Territory of the United States or any foreign county (but excluding any 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 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 or in Canada 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 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, the Canadian Intellectual Property Office and any other government officer, as applicable, record this IP Security Agreement.

3. TERMINATION

Upon the latest of (a) the Full Payment of the Secured Obligations and (b) the termination or expiration of all Commitments 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 IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), each of which shall constitute an original, but all of which when taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this IP Security Agreement by facsimile or other electronic transmission (e.g. “pdf” or

“tif” format) shall be effective as delivery of a manually executed counterpart hereof.

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 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 AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

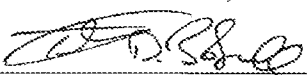
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MODULAR SPACE CORPORATION

By: 
Name: Timothy D. Boswell
Title: Chief Financial Officer

RESUN MODSPACE, INC.

By: 
Name: Timothy D. Boswell
Title: Chief Financial Officer

Schedule A

Patents

Owner	Patent	Patent No.	Issue Date	Status in Patent Office
Resun ModSpace, Inc.	HVAC Heater Power and Control Circuit	6,310,330	10/30/2001	Expired

Schedule B

Trademarks

Owner	Jurisdiction	Trademark	App No./App. Date	Reg. No./Reg. Date	Status
Modular Space Corp.	United States	HQ	85/132,247 (17-Sep-2010)	4,372,888 (23-Jul-2013)	Registered
Modular Space Corp.	United States	HQ	85/132,291 (17-Sep-2010)	4,392,655 (27-Aug-2013)	Registered
Modular Space Corp.	United States	HQ	85/132,305 (17-Sep-2010)	4,365,074 (9-Jul-2013)	Registered
Modular Space Corp.	Canada	MEDBUILD	1,235,847 (27-Oct-2004)	TMA648,102 (14-Sep-2005)	Registered
Modular Space Corp.	Mexico	MEDBUILD	698,002 (21-Jan-2005)	905,684 (27-Oct-2005)	Registered
Modular Space Corp.	Mexico	MEDBUILD	698,003 (21-Jan-2005)	910,997 (30-Nov-2005)	Registered
Modular Space Corp.	Mexico	MEDBUILD	802,054 (23-Aug-2006)	952,453 (14-Sep-2006)	Registered
Modular Space Corp.	United States	MEDBUILD	78/454,983 (22-Jul-2004)	3,241,262 (5-May-2007)	Registered
Modular Space Corp.	Mexico	MEDBUILD SPACE SOLUTIONS	802,055 (23-Aug-2006)	952,454 (14-Sep-2006)	Registered
Modular Space Corp.	Canada	MEDBUILD SPACE SOLUTIONS and Design	1,262,682 (21-Apr-2005)	TMA753,446 (18-Nov-2009)	Registered
Modular Space Corp.	Mexico	MEDBUILD SPACE SOLUTIONS and Design	713,700 (21-Apr-2005)	915,570 (11-Jan-2006)	Registered
Modular Space Corp.	Mexico	MEDBUILD SPACE SOLUTIONS and Design	713,701 (21-Apr-2005)	921,072 (24-Feb-2006)	Registered
Modular Space Corp.	United States	MEDBUILD SPACE SOLUTIONS and Design	77/797,617 (05-Aug-2009)	3,855,594 (05-Oct-2010)	Registered
Modular Space Corp.	Canada	MODSAFE	1,436,546 (23-Apr-2009)	TMA849,830 (30-Apr-2013)	Registered
Modular Space Corp.	China P.R.	MODSAFE	7420365 (25-May-2009)		Registered
Modular Space Corp.	China P.R.	MODSAFE	7420366	7420366	Registered

Owner	Jurisdiction	Trademark	App No./App. Date	Reg. No./Reg. Date	Status
			(25-May-2009)	(21-Aug-2012)	
Modular Space Corp.	China P.R.	MODSAFE	7420367 (25-May-2009)	7420367 (14-Dec-2010)	Registered
Modular Space Corp.	China P.R.	MODSAFE	7420368 (25-May-2009)	7420368 (28-Oct-2010)	Registered
Modular Space Corp.	Mexico	MODSAFE	1,008,598 (27-May-2009)	1,106,803 (18-Jun-2009)	Registered
Modular Space Corp.	Mexico	MODSAFE	1,008,602 (27-May-2009)	1,106,804 (18-Jun-2009)	Registered
Modular Space Corp.	Mexico	MODSAFE	1,008,603 (27-May-2009)	1,106,805 (18-Jun-2009)	Registered
Modular Space Corp.	Mexico	MODSAFE	1,008,604 (27-May-2009)	1,106,806 (18-Jun-2009)	Registered
Modular Space Corp.	United States	MODSAFE	77/717,573 (20-Apr-2009)	4,425,794 (10/29/2013)	Registered
Modular Space Corp.	United States	MODSAFE	77/717,597 (20-Apr-2009)	4,292,584 (02/19/2013)	Registered
Modular Space Corp.	United States	MODSAFE	77/717,516 (20-Apr-2009)	3,826,100 (27-Jul-2010)	Registered
Modular Space Corp.	Canada	MODSAFE and Design	1,436,547 (23-Apr-2009)	TMA849,831 (30-Apr-2013)	Registered
Modular Space Corp.	China P.R.	MODSAFE and Design	7420373 (25-May-2009)		Registered
Modular Space Corp.	China P.R.	MODSAFE and Design	7420369 (25-May-2009)	7420369 (21-Aug-2010)	Registered
Modular Space Corp.	China P.R.	MODSAFE and Design	7420370 (25-May-2009)	7420370 (14-Dec-2010)	Registered
Modular Space Corp.	China P.R.	MODSAFE and Design	7420371 (25-May-2009)	7420371 (28-Oct-2010)	Registered
Modular Space Corp.	Mexico	MODSAFE and Design	1,008,606 (27-May-2009)	1,106,808 (18-Jun-2009)	Registered
Modular Space Corp.	Mexico	MODSAFE and Design	1,008,605 (27-May-2009)	1,106,807 (18-Jun-2009)	Registered
Modular Space Corp.	Mexico	MODSAFE and Design	1,008,607 (27-May-2009)	1,106,809 (18-Jun-2009)	Registered
Modular Space Corp.	Mexico	MODSAFE and Design	1,008,608 (27-May-2009)	1,109,670 (09-Jul-2009)	Registered
Modular Space Corp.	United States	MODSAFE and Design	77/717,229 (20-Apr-2009)	4,324,655 (04/23/2013)	Registered
Modular Space Corp.	United States	MODSAFE and Design	77/717,292 (20-Apr-2009)	4,305,493 (03/19/2013)	Registered

Owner	Jurisdiction	Trademark	App No./App. Date	Reg. No./Reg. Date	Status
Modular Space Corp.	Mexico	MODSPACE	1,014,217 (19-Jun-2009)	1,109,238 (07-Jul-2009)	Registered
Modular Space Corp.	Mexico	MODSPACE	1,014,218 (19-Jun-2009)	1,109,239 (07-Jul-2009)	Registered
Modular Space Corp.	Mexico	MODSPACE	1,014,219 (19-Jun-2009)	1,109,240 (07-Jul-2009)	Registered
Modular Space Corp.	Mexico	MODSPACE	1,014,220 (19-Jun-2009)	1,109,241 (07-Jul-2009)	Registered
Modular Space Corp.	Nebraska	MODSPACE	78-525825 (Jun. 6, 2007)	10099005 (06-Jun-2007)	Registered
Modular Space Corp.	United States	MODSPACE	78/111,371 (27-Feb-2002)	3,133,642 (22-Aug-2006)	Registered
Modular Space Corp.	United States	MODSPACE	86/869,449 (8-Jan-2016)	5,177,564 (4-Apr-2017)	Registered
Modular Space Corp.	US State- HI	MODSPACE	79-306371 (Dec. 22, 2014)	4137982 (Dec. 22, 2014)	Registered
Modular Space Corp.	US State- WY	MODSPACE	20-010774 (May 22, 2007)	2007- 000538282 (May 22, 2007)	Registered
Modular Space Corp.	United States	MODSPACE. COM	78/111,363 (27-Feb-2002)	3,151,456 (03-Oct-2006)	Registered
Modular Space Corp.	United States	MODSPACE. COM	87/339,467 (05-April-2017)	5,323,143 (31-Oct-2017)	Registered
Modular Space Corp.	United States	MODULAIR E	73/183,772 (28-Aug-1978)	1,123,065 (24-Jul-1979)	Registered
Modular Space Corp.	Canada	RESUN	1,235,846 (27-Oct-2004)	TMA662,289 (06-Apr-2006)	Registered
Modular Space Corp.	Mexico	RESUN	698,001 (21-Jan-2005)	883,063 (26-May-2005)	Registered
Modular Space Corp.	Mexico	RESUN	802,051 (23-Aug-2006)	969,031 (19-Jan-2007)	Registered
Modular Space Corp.	Mexico	RESUN	802,052 (23-Aug-2006)	952,031 (31-Aug-2006)	Registered
Modular Space Corp.	Mexico	RESUN	802,053 (23-Aug-2006)	952,452 (14-Sep-2006)	Registered
Modular Space Corp.	United States	RESUN	75/191,468 (1-Nov-1996)	2,123,379 (23-Dec-1997)	Registered
Modular Space Corp.	United States	RESUN	75/191,463 (01-Nov-1996)	2,135,462 (10-Feb-1998)	Registered
Modular Space Corp.	United States	RESUN and Design	75/191,158 (01-Nov-1996)	2,148,887 (07-Apr-1998)	Registered
Modular Space Corp.	United States	RESUN and	75/191,457	2,165,218	Registered

Owner	Jurisdiction	Trademark	App No./App. Date	Reg. No./Reg. Date	Status
		Design	(01-Nov-1996)	(16-Jun-1998)	
Modular Space Corp.	United States	RESUN LEASING INCORPORATED	75/191,157 (01-Nov-1996)	2,123,373 (23-Dec-1997)	Registered
Modular Space Corp.	United States	RESUN LEASING INCORPORATED	75/191,465 (01-Nov-1996)	2,135,463 (10-Feb-1998)	Registered
Modular Space Corp.	United States	RESUN LEASING INCORPORATED and Design	75/191,249 (01-Nov-1996)	2,123,374 (23-Dec-1997)	Registered
Modular Space Corp.	United States	RESUN LEASING INCORPORATED and Design	75/191,462 (01-Nov-1996)	2,136,875 (17-Feb-1998)	Registered
Modular Space Corp.	United States	THE HUB	86/869,416 (08-Jan-2016)	5,177,563 (04-Apr-2017)	Registered

Schedule C

Copyrights

None.