

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Royal Wolf Portable Storage, Inc.		07/01/2020	Corporation: CALIFORNIA
Mobile Mini Tank and Pump Solutions, Inc.		07/01/2020	Corporation: DELAWARE
Mobile Mini, Inc.		07/01/2020	Corporation: DELAWARE
Mobile Storage Group, Inc.		07/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Agent		
Street Address:	Trust and Agency Services, 60 Wall Street		
Internal Address:	24th Floor, MS: NYC60-2405		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2481726	TUNNEL-TAINER	
Registration Number:	2859929	E-Z WAY	
Registration Number:	3243577	THE MOBILE STORAGE GROUP	
Registration Number:	4414684	MS	
Registration Number:	1538909	MOBILE MINI	
Registration Number:	1538910	MOBILE MINI STORAGE SYSTEMS	
Registration Number:	2777165	TRI-CAM LOCKING SYSTEM	
Registration Number:	2798276	PREMIUM TRI-CAM LOCKING SYSTEM	
Registration Number:	2687183	CONTAINERGUARD	
Registration Number:	3601092	THE STORAGE AND OFFICE SOLUTION SPECIALI	
Registration Number:	3747328	MOBILE MINI	
Registration Number:	5737476	S	
Registration Number:	2717946	ROYAL WOLF	
Registration Number:	2682925		

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4587725	WATER MOVERS
Registration Number:	4583367	WATER MOVERS
Serial Number:	87567241	MM CONNECT
Serial Number:	87362234	MM
Serial Number:	88403545	MOBILE MINI TANK + PUMP SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1239723 TM B
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	07/02/2020

Total Attachments: 8

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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 July 1, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Deutsche Bank Trust Company Americas, as Collateral Agent (together with its successors in such capacities, the “**Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Williams Scotsman Holdings Corp., a Delaware corporation, and certain of its Subsidiaries (including the Grantors) are party to an Indenture, dated as of August 6, 2018 (said Indenture, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Indenture**”) with, *inter alios*, Deutsche Bank Trust Company Americas, as Agent on behalf of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors are party to a Security and Pledge Agreement dated as of August 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 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) 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 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 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 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 (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 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 and any other government officer, as applicable, record this IP Security Agreement.

3. TERMINATION

Upon a defeasance (as defined in the Indenture) or Discharge of the Indenture in accordance with the terms and conditions thereof, 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.

[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.

**A ROYAL WOLF PORTABLE STORAGE, INC.
MOBILE MINI TANK AND PUMP SOLUTIONS, INC.
MOBILE MINI, INC.
MOBILE STORAGE GROUP, INC.**

By: 

Name: Christopher Miner





Title: Senior Vice President, General Counsel & Secretary



Schedule A
Patents

Country	Title	Filing # / Issuance #	Owner
US	DUAL LOCK LOCKING SYSTEM FOR CONTAINERS	App. No. 14602608	Mobile Mini, Inc.
US	DUAL LOCK LOCKING SYSTEM FOR CONTAINERS	App. No. 13159246 Patent No. 8960731	Mobile Mini, Inc.
US	Dual lock locking system for containers	App. No. 11417724 Patent No. 7997630	Mobile Mini, Inc.
US	Internal component lock	App. No. 0987472 Patent No. 6637243	Mobile Mini, Inc.
US	Locking system for containers	App. No. 09867182 Patent No. 6508087	Mobile Mini, Inc.
US	Padlock protector	App. No. 09664322 Patent No. 6367292	Mobile Mini, Inc.
US	Premium door locking system	App. No. 09955341 Patent No. 6592155	Mobile Mini, Inc.
US	Premium door locking system	App. No. 10619867 Patent No. 6935660	Mobile Mini, Inc.

Schedule B

Trademarks

Country	Registration #	Application #	Description	Status	Owner
US	2,481,726	75890274	TUNNEL-TAINER	Registered	Mobile Storage Group, Inc.
US	2,859,929	78145708	E-Z WAY	Registered	Mobile Storage Group, Inc.
US	3,243,577	78534497	THE MOBILE STORAGE GROUP	Registered	Mobile Storage Group, Inc.
US	4,414,684	85868277	MS Logo (color mark) 	Registered	Mobile Storage Group, Inc.
US	1,538,909	73718505	MOBILE MINI (stylized) 	Registered	Mobile Mini, Inc.
US	1,538,910	73718516	MOBILE MINI STORAGE SYSTEMS (and design) 	Registered	Mobile Mini, Inc.
US	2,777,165	76149989	TRI-CAM LOCKING SYSTEM	Registered	Mobile Mini, Inc.
US	2,798,276	76149987	PREMIUM TRI-CAM LOCKING SYSTEM	Registered	Mobile Mini, Inc.
US	2,687,183	76167806	CONTAINERGUARD	Registered	Mobile Mini, Inc.
US	3,601,092	77368602	THE STORAGE AND OFFICE SOLUTIONS SPECIALISTS	Registered	Mobile Mini, Inc.
US	3,747,328	77368637	MOBILE MINI	Registered	Mobile Mini, Inc.
US		87/567,241	MM CONNECT	Pending ITU	Mobile Mini, Inc.
US		87/362,234	MM	Allowed ITU	Mobile Mini, Inc.
US	5737476	87/806,465	Stylized "S" 	Registered	Mobile Mini, Inc.

Country	Registration #	Application #	Description	Status	Owner
US	2,717,946	76278604	ROYAL WOLF	Registered	A Royal Wolf Portable Storage, Inc.
US	2,682,925	76339746	Wolf Design 	Registered	A Royal Wolf Portable Storage, Inc.
US	4,587,725	86123022	WATER MOVERS & Design 	Registered	Mobile Mini Tank and Pump Solutions, Inc.
US	4,583,367	86123006	WATER MOVERS	Registered	Mobile Storage Group, Inc.
US		88403545	MOBILE MINI TANK + PUMP SOLUTIONS	Pending	Mobile Storage Group, Inc.

Schedule C

Copyrights

Registration #	Registration Date	Work Title	Owner*
VA0001214625	08/02/2000	10 foot storage container.	Mobile Mini, Inc.
VA0001214627	08/02/2000	10 foot wide 2 door open storage container.	Mobile Mini, Inc.
VA0001067018	08/02/2000	10 foot wide storage container.	Mobile Mini, Inc.
VA0001186192	02/20/2003	10" x 8" and 5' x 8' locking system storage container.	Mobile Mini, Inc.
VA0001067020	08/02/2000	2 open door secure storage units 8' or 10' wide.	Mobile Mini, Inc.
VA0001186193	02/20/2003	20" x 8" locking system storage container with logo.	Mobile Mini, Inc.
VA0001091623	10/11/2000	8'x 10' job office.	Mobile Mini, Inc.
VA0001091625	10/11/2000	8'x 20' combo job office.	Mobile Mini, Inc.
VA0001091624	10/11/2000	8'x 40' job office.	Mobile Mini, Inc.
VA0001186194	2/20/2003	Custom storage unit with two doors.	Mobile Mini, Inc.
VA0001186191	02/20/2003	Disorganized files.	Mobile Mini, Inc.
VA0001067017	08/02/2000	Mobile office, 8' x 20'.	Mobile Mini, Inc.
VA0001186195	02/20/2003	Mobile office--new fleet derivation.	Mobile Mini, Inc.
VA0001233684	08/02/2000	On site 10 foot storage container with open door and man moving boxes.	Mobile Mini, Inc.
VA0001067019	08/02/2000	On-the-ground storage container with woman carrying a box, 5'-40' lengths 8' or 10' wide.	Mobile Mini, Inc.
VA0001186190	02/20/2003	Record storage vault.	Mobile Mini, Inc.
VA0001067014	08/02/2000	Record storage vault drawing, 10' x 23' vault.	Mobile Mini, Inc.
VA0001067015	08/02/2000	Record storage vaults 8' or 10' wide, 10' to 4' lengths.	Mobile Mini, Inc.
VA0001067016	08/02/2000	Record vault with man moving boxes, 10' x 23'.	Mobile Mini, Inc.
VA0001233685	08/02/2000	Step Trailer 8' x 40'	Mobile Mini, Inc.
VA0001214626	08/02/2000	Storage container with drawing of man 8 or 10 foot wide	Mobile Mini, Inc.