

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AT R/F 6217/0376

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A, AS AGENT		07/01/2020	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Williams Scotsman, Inc.
<b>Street Address:</b>	8211 Town Drive Center
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21236
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	3962140	GOSPACE BY WILLIAMS SCOTSMAN
<b>Registration Number:</b>	4052253	REMOD
<b>Registration Number:</b>	4066285	REMOD BY WILLIAMS SCOTSMAN
<b>Registration Number:</b>	2454889	WILLIAMS SCOTSMAN
<b>Registration Number:</b>	2446049	WILLIAMS SCOTSMAN
<b>Registration Number:</b>	1766208	WILLIAMS SCOTSMAN
<b>Registration Number:</b>	2446074	WILLIAMS SCOTSMAN
<b>Registration Number:</b>	2475259	WILLIAMS SCOTSMAN
<b>Registration Number:</b>	5073900	360° SERVICE
<b>Registration Number:</b>	4566358	TECHSUITE BY WILLIAMS SCOTSMAN

## 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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: IATHAM &amp; WATKINS LLP C/O JESSICA BAJADA-

Address Line 1: 885 THIRD AVE

OP \$265.00 3962140

**Address Line 4:** NEW YORK, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 042525-0212

**NAME OF SUBMITTER:** Jessica bajada-Silva

**SIGNATURE:** /s/ Jessica Bajada-Silva

**DATE SIGNED:** 07/21/2020

**Total Attachments: 8**

source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page1.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page2.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page3.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page4.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page5.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page6.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page7.tif  
source=Project Crossfit - WS - IP Release - ABL [Executed](116845308.1)#page8.tif

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (ABL)**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Release**”) dated as of July 1, 2020, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (the “**Agent**”) in favor of Williams Scotsman, Inc., a Maryland corporation with offices at 8211 Town Center Drive, Baltimore, MD 21236 (the “**Grantor**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the IP Security Agreement (as defined below).

**WHEREAS**, Williams Scotsman Holdings Corp. and certain of its Subsidiaries (including the Grantor) entered into an ABL Credit Agreement dated as of November 29, 2017 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Agent;

**WHEREAS**, pursuant to the Credit Agreement, Grantor entered into a Security and Pledge Agreement, dated as of November 29, 2017 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and pursuant to the Security Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of November 29, 2017, in favor of the Agent (the “**IP Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement and the IP Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest (the “**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 then existing or thereafter arising or acquired from time to time, but excluding any Excluded Assets (the “**IP Collateral**”): (a) all patents, patent applications, and certificates of inventions and 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**”); (b) 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 the Grantor accruing thereunder or pertaining thereto set forth in Schedule B hereto (the “**Trademarks**”); (c) 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 the Grantor accruing thereunder

or pertaining thereto set forth in Schedule C hereto (the “**Copyrights**”); (d) 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 (e) to the extent not covered above, 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;

**WHEREAS**, the IP Security Agreement was recorded in the United States Patent and Trademark Office on November 30, 2017 at Reel/Frame 44556/0383 (with respect to the Patents), and at Reel/Frame 6217/0376 (with respect to the Trademarks), and was recorded at the United States Copyright Office on December 8, 2017 at Volume 9953, Doc. No. 530 (with respect to the Copyrights); and

**WHEREAS**, the Grantor has requested that the Agent now terminate and release its Security Interest in the IP Collateral;


**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Agent hereby terminates the IP Security Agreement, and terminates and releases its Security Interest in the IP Collateral, without recourse to, or representation or warranty by, the Agent.

The Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the IP Collateral) is hereby authorized to record this Release with the United States Copyright Office or the United States Patent and Trademark Office, as applicable.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date first written above.

BANK OF AMERICA, N.A.,  
as Administrative Agent and Collateral Agent

By: 

Name: Gregory Kress

Title: SENIOR VICE PRESIDENT

Signature Page to Release of Security Interest in Intellectual Property (ABL)

**TRADEMARK**  
**REEL: 007002 FRAME: 0883**

**SCHEDULE A**

**PATENTS**

Country	Owner	Title	Summary Description	Filing Number/ Issuance Number	Grant Date	Status	Annuit Due
US	Williams Scotsman Inc	Wall Panel Connecting System for Modular Building Units (prev. CONNECTING KEY SYSTEM FOR MODULAR BUILDING UNITS)	Method for connecting 50mm to 10mm panels to columns on the same unit with one component rather than two	Patent No. 9,493,945 prev. 14,802,011 - & 62/026,268	11/15/2016	Granted	5/15/2020
CA	Williams Scotsman Inc	Wall Panel Connecting System for Modular Building Units	Method for connecting 50mm to 10mm panels to columns on the same unit with one component rather than two	2,954,845		Pending	7/17/2018
US	Williams Scotsman Inc	Interlocking Wall Panels for Modular Building Units (prev. WALL PANEL ASSEMBLY FOR MODULAR BUILDING UNITS)	Panel design capable of connecting to module with no bottom or top brackets	Patent No. 9,631,365 prev. 14/802,073; & 62/026,256	4/25/2017	Granted	10/25/2020
CA	Williams Scotsman Inc	Interlocking Wall Panels for Modular Building Units	Panel design capable of connecting to module with no bottom or top brackets	2,954,811		Pending	7/17/2018
US	Williams Scotsman Inc	Interlocking Door Frame and Wall Panels for Modular Building Units (Prev. MONOBLOC DOOR FRAME FOR MODULAR BUILDING UNITS)	Concept of having a steel frame compatible with standard door and compatible with standard panels to be fitted the same way as a standard panel on a module. No need to cut a panel to fit a standard door frame	Patent No. 9,624,712 prev. 14/802,093 & 62/026,294	4/18/2017	Granted	10/18/2020
CA	Williams Scotsman Inc	Interlocking Door Frame and Wall Panels	Concept of having a steel frame compatible with standard door and compatible with standard panels to be fitted the same way as a standard panel on a module. No need to cut a panel to fit a standard door frame	2,954,846		Pending	7/17/2018
US	Williams Scotsman Inc	WELDED ROOF FOR MODULAR BUILDING UNITS	Roof design capable of connecting to module with no bottom or top brackets	Patent No. 9,347,222 prev. 14/801,989; & 62/026,249	5/24/2016	Granted	11/24/2019
CA	Williams Scotsman Inc	WELDED ROOF FOR MODULAR BUILDING UNITS	Roof design capable of connecting to module with no bottom or top brackets	2,954,809		Pending	7/17/2018

US	Williams Scotsman Inc	Floor Assembly for Modular Building Units (Prev. FLOOR SUBSHEET FOR MODULAR BUILDING UNITS)	Concept of having not to turn the floor frame upside down and having a steel sheet that can be fitted without welding or using a tooling (no rivet, no screw, no welding)	Patent No. 9,556,612 prev. 14/802,112, & 62/026,287	1/31/2017	Granted	7/31/2020
CA	Williams Scotsman Inc	Floor Assembly for Modular Building Units	Concept of having not to turn the floor frame upside down and having a steel sheet that can be fitted without welding or using a tooling (no rivet, no screw, no welding)	2,954,844		Pending	7/17/2018
US	Williams Scotsman Inc	FLEX DESIGN	Overall Design of Module	Patent No. 29/512,187Prev. 29/512187	11/15/2016	Granted	
CN	ALGECO SCOTSMAN GLOBAL S.A.R.L	CEILING TRAY WITH SAFETY CLIP		2014201641075 ZL2014201647724	2/18/2015	Granted	4/4/2018
CN	ALGECO SCOTSMAN GLOBAL S.A.R.L	EMBOSSSED WALL PANEL FOR MODULAR BUILDINGS		2014201641658 ZL2014201641075	2/11/2015	Granted	4/4/2018
CN	ALGECO SCOTSMAN GLOBAL S.A.R.L	GUTTER FILTER PLATE FOR MODULAR BUILDINGS		2014201647724 ZL2014201647724	4/1/2015	Granted	4/4/2018

## SCHEDULE B

### TRADEMARKS

Owner	Country	Application No.	Registration No.	Description:	Status
Williams Scotsman, Inc.	US		3160820	CCC SPACE BY WILLIAMS SCOTSMAN CONTRACTOR COMMAND CENTER (and design)	Canceled
Williams Scotsman, Inc.	US		3962140	GOSPACE BY WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		3308751	REDI-PANEL SYSTEMS	Canceled
Williams Scotsman, Inc.	US		3011375	REDI-PLEX BUILDINGS	Canceled
Williams Scotsman, Inc.	US		3049586	REDI-SPACE SOLUTIONS	Canceled
Williams Scotsman, Inc.	US		4052253	REMOD	Registered
Williams Scotsman, Inc.	US		4066285	REMOD (stylized and design)	Registered
Williams Scotsman, Inc.	US		2454889	WILLIAMS SCOTSMAN	Registered
Williams Scotsman, Inc.	US		2446049	WILLIAMS SCOTSMAN	Registered



Williams Scotsman, Inc.	US		1766208	WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		2446074	WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		2475259	WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		3053816	REDI-ACCESS SYSTEMS	Cancelled
Williams Scotsman, Inc.	US	85740034		MODUFLEX BY WILLIAMS SCOTSMAN (stylized and design)	Abandoned
Williams Scotsman, Inc.	US	85745443		STAYOVER	Abandoned
Williams Scotsman, Inc.	US	86388277		AS FLEX	Allowed
Williams Scotsman, Inc.	US		5073900	360° Service	Registered
Williams Scotsman, Inc.	US	86816106		360° SERVICE and design	Allowed
Williams Scotsman, Inc.	US		4566358	TECHSUITE BY WILLIAMS SCOTSMAN (STYLIZED DESIGN)	Registered
Williams Scotsman, Inc.	Canada		TMA528256	Williams Scotsman design	Registered
Williams Scotsman, Inc.	Canada		TMA836602	Algeco Scotsman	Registered
Williams Scotsman, Inc.	Canada		TMA932775	WILLSCOT	Registered
Williams Scotsman, Inc.	Canada	1691593		AS FLEX	Allowed
Williams Scotsman, Inc.	Canada	1760087		360° Service (Design)	Allowed
Williams Scotsman, Inc.	Canada	1708640		360° Service	Allowed
Williams Scotsman, Inc.	Canada			Stayover	Abandoned
Williams Scotsman, Inc.	Canada		TMA836602	ALGECO SCOTSMAN	Registered

## SCHEDULE C

### COPYRIGHTS

Owner	Country	Copyright Title	Registration Number	Publication Date
Williams Scotsman, Inc.	United States	Approved Plans Manual: V.1	TX3108738	5/15/1991
	United States	Approved Plans Manual: V.2	TX3110559	5/15/1991
	United States	Approved Plans Manual: V.3	TX3110560	5/15/1991
	United States	Approved Plans Manual: V.4	TX3107295	5/15/1991
	United States	Approved Plans Manual: V.5	TX3107300	5/15/1991
	United States	Options-V 1, No. 1, Spring 1989	TX2561316	4/1/1989
	United States	Options-V 1, No. 2, Summer 1989	TX2660344	7/1/1989
	United States	Options-V 1, No. 3, Fall 1989	TX2770109	7/1/1989
	United States	Options-V 1, No. 4, Winter 1990	TX2807020	3/12/1990
	United States	Options-Vol.2, No. 1, Spring 1990	TX2831881	5/17/1990
	United States	Order, maintenance and billing application	TXu1190880	N/A <sup>(1)</sup>
	United States	Sales information system (SIS) computer program	TXu1155620	N/A <sup>(2)</sup>

Footnotes:

[1]

No publication date: the registration date for this copyright is 8/19/04.

[2]

No publication date: the registration date for this copyright is 11/10/03.