

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593987

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement (Notes) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Resun Modspace, LLC | FORMERLY Resun Modspace, Inc. | 08/25/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank Trust Company Americas, as Collateral Agent | | |
| Street Address: | 60 Wall Street | | |
| Internal Address: | 24th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | National Banking Association: GERMANY | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78111371 | MODSPACE | |
| Serial Number: | 78111363 | MODSPACE.COM | |
| Registration Number: | 5323143 | MODSPACE.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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> | | | |
| Phone: | 2129061209 | | |
| Email: | JESSICA.BAJADA-SILVA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP, C/O JESSICA BAJADA | | |
| Address Line 1: | 885 THIRD AVE | | |
| 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: | 08/25/2020 | | |
| Total Attachments: 10 | | | |
| source=NYO1-#2000587849-v1 [EXECUTED] CrossFit - IP Security Agreement (Aug 2020 Notes)#page1.tif | | | |

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the “**IP Security Agreement**”) dated as of August 25, 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 capacity, the “**Agent**”) for the Secured Parties (each 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) have entered into an Indenture, dated as of August 25, 2020 (said Indenture, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Indenture**”) with Deutsche Bank Trust Company Americas, as Agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Grantors entered into a Security and Pledge Agreement dated as of August 25, 2020 (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 to execute this IP Security Agreement covering certain registered, issued or applied for intellectual property for recording the security interest granted thereunder with the U.S. Patent and Trademark Office, the United States Copyright Office, or any other applicable governmental authorities in the U.S. necessary to perfect the security interest thereunder in such intellectual property, as applicable.

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 grants to the Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in and to all of the following property of such Grantor, wherever located and whether now existing or hereafter arising or acquired (collectively, the “**Collateral**”):

- 1.1 all United States patents, patent applications, certificates of inventions, and industrial designs set forth in Schedule A hereto, together with all reissues, divisionals, continuations, continuations-in-part, extensions and re-examinations thereof, and all inventions both described and claimed therein (the “**Patents**”);
- 1.2 all United States registrations and applications for trademarks, service marks, certification marks, collective marks, trade dress, slogans, logos and other source identifiers, 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 and set forth in Schedule B hereto (but excluding any intent-to-use application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Section 1(c) or (d) of the Lanham Act, solely to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), all reissues, extensions and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby (the “**Trademarks**”);

- 1.3 all United States registered and applied for copyrights, copyright applications and copyright registrations set forth in Schedule C hereto, and any renewals or extensions thereof, (the “**Copyrights**”);
- 1.4 the right, but not the obligation, to sue or otherwise recover for any past, present or future infringement, misappropriation, dilution or other violation of any of the foregoing, and all payments, damages, and claims for damages with respect thereto;
- 1.5 all rights provided by international treaties or conventions with respect to any of the foregoing, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto throughout the world;
- 1.6 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or violation 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
- 1.7 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) relating to, any and all of the foregoing.
- 1.8 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 or any other government officer in the U.S., as applicable, record this IP Security Agreement.

3. 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.

4. 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.

5. 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 IP Security 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, INC.

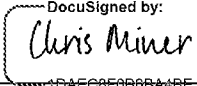
MOBILE MINI TANK AND PUMP SOLUTIONS, INC.

MOBILE STORAGE GROUP, INC.

MODULAR SPACE, LLC

RESUN MODSPACE, LLC (F/K/A RESUN MODSPACE, INC.)

WILLIAMS SCOTSMAN, INC.

By:  _____
The signature block contains a DocuSigned by stamp for Chris Miner, a handwritten signature, and a long horizontal line for the signature. Below the line is a small alphanumeric string: 1DAEC6F0B8BA4BE...

Name: Christopher Miner

Title: Senior Vice President, General Counsel & Secretary

Address: 4646 E. Van Buren Street,
Suite 460,
Phoenix, AZ 85008

Attention: Timothy Boswell, Chief Financial Officer

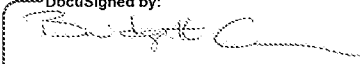
Email: timothy.boswell@willscot.com

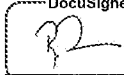
Phone: (410) 931 6000

Fax: (410) 933 5940

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Agent

DocuSigned by:

By: _____
F8640095B5FE44D4...
Name: Bridgette Casasnovas
Title: Vice President

DocuSigned by:

By: _____
BD1D7BE5055F43F...
Name: Robert Peschler
Title: Vice President





SCHEDULE A

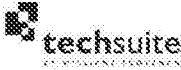




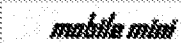

PATENTS




| Country | Title | Application # / Patent # | Owner |
|---------|---|---|-------------------------|
| US | Wall Panel Connecting System for Modular Building Units (prev. Connecting Key System for Modular Building Units) | App. No. 14/802,011 Patent No. 9,493,945 | Williams Scotsman, Inc. |
| US | Interlocking Wall Panels for Modular Building Units (prev. Wall Panel Assembly for Modular Building Units) | App. No. 14/802,073 Patent No. 9,631,365 | Williams Scotsman, Inc. |
| US | Interlocking Door Frame and Wall Panels for Modular Building Units (Prev. Monobloc Door Frame for Modular Building Units) | App. No. 14/802,093 Patent No. 9,624,712 | Williams Scotsman, Inc. |
| US | Welded Roof for Modular Building Units | App. No. 14/801,989 Patent No. 9,347,222 | Williams Scotsman, Inc. |
| US | Floor Assembly for Modular Building Units (Prev. Floor Subsheet for Modular Building Units) | App. No. 14/802,112 Patent No. 9,556,612 | Williams Scotsman, Inc. |
| US | Modular Building Unit | App. No. 29/512,187 Patent No. D771,835 | Williams Scotsman, Inc. |
| 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. 09877472 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 | 4,372,888 | 85/132,247 | HQ | Registered | Modular Space, LLC |
| US | 4,392,655 | 85/132,291 | HQ | Registered | Modular Space, LLC |
| US | 4,365,074 | 85/132,305 | HQ | Registered | Modular Space, LLC |
| US | 3,241,262 | 78/454,983 | MEDBUILD | Registered | Modular Space, LLC |
| US | 3,855,594 | 77/797,617 | MEDBUILD SPACE SOLUTIONS and Design  | Registered | Modular Space, LLC |
| US | 3,826,100 | 77/717,516 | MODSAFE | Registered | Modular Space, LLC |
| US | 3,133,642 | 78/111,371 | MODSPACE | Registered | Resun Modspace, Inc. |
| US | 5,177,564 | 86/869,449 | MODSPACE | Registered | Modular Space, LLC |
| US | 3,151,456 | 78/111,363 | MODSPACE.COM | Registered | Resun Modspace, Inc. |
| US | 5,323,143 | 87/339,467 | MODSPACE.COM | Registered | Resun Modspace, Inc. |
| US | 5,177,563 | 86/869,416 | THE HUB | Registered | Modular Space, LLC |
| US | 2454889 | 75872075 | WILLIAMS SCOTSMAN | Registered | Williams Scotsman, Inc. |
| US | 2446049 | 75872061 | WILLIAMS SCOTSMAN | Registered | Williams Scotsman, Inc. |
| US | 1766208 | 74303345 | WILLIAMS SCOTSMAN (and design)  | Registered | Williams Scotsman, Inc. |
| US | 2446074 | 75879612 | WILLIAMS SCOTSMAN (and design)  | Registered | Williams Scotsman, Inc. |
| US | 2475259 | 75879521 | WILLIAMS SCOTSMAN (and design)  | Registered | Williams Scotsman, Inc. |

| Country | Registration # | Application # | Description | Status | Owner |
|---------|----------------|---------------|---|-------------|----------------------------|
| US | 4566358 | 85887430 | TECHSUITE BY WILLIAMS SCOTSMAN (STYLIZED DESIGN)  | Registered | Williams Scotsman, Inc. |
| US | 4,484,183 | 85952403 | A Acton (and Design)  | Registered | Williams Scotsman, Inc. |
| US | 3,049,179 | 78443102 | Acton Mobile Industries | Registered | Williams Scotsman, Inc. |
| US | 3,023,316 | 78443187 | Acton Mobile Industries  | Registered | Williams Scotsman, Inc. |
| US | 5,021,069 | 86843945 | A Acton Mobile (and Design)  | Registered | Williams Scotsman, Inc. |
| US | | 88164334 | WILLSCOT | Pending ITU | Williams Scotsman, Inc. |
| 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. |

| Country | Registration # | Application # | Description | Status | Owner |
|---------|----------------|---------------|--|-------------|---|
| US | | 87/362,234 | MM | Allowed ITU | Mobile Mini, Inc. |
| US | 5737476 | 87/806,465 | Stylized "S"  | Registered | Mobile Mini, Inc. |
| 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* |
|-----------------------|--------------------------|--|-------------------------|
| TX3108738 | 06/21/1991 | Approved plans manual V.1 | Williams Scotsman, Inc. |
| TX3110559 | 06/24/1991 | Approved plans manual V.2 | Williams Scotsman, Inc. |
| TX3110560 | 06/24/1991 | Approved plans manual V.3 | Williams Scotsman, Inc. |
| TX3107295 | 06/21/1991 | Approved plans manual V.4 | Williams Scotsman, Inc. |
| TX3107300 | 06/21/1991 | Approved plans manual V.5 | Williams Scotsman, Inc. |
| TX2561316 | 05/15/1989 | Options—V.1 No. 1, Spring 1989 | Williams Scotsman, Inc. |
| TX2660344 | 10/17/1989 | Options—V.1, No. 2 Summer 1989 | Williams Scotsman, Inc. |
| TX2770109 | 03/08/1990 | Options—V.1 No. 3, Fall 1989 | Williams Scotsman, Inc. |
| TX2807020 | 05/07/1990 | Options—V.1 No. 4, Winter 1990 | Williams Scotsman, Inc. |
| TX2831881 | 06/01/1990 | Options—V.2. No. 1, Spring 1990 | Williams Scotsman, Inc. |
| TXu1190880 | 08/19/2004 | Order, maintenance and billing application | Williams Scotsman, Inc. |
| TXu1155620 | 11/10/2003 | Sales information system (SIS) computer program | Williams Scotsman, Inc. |
| 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 Inc. | Mini, |
| VA0001186191 | 02/20/2003 | Disorganized files. | Mobile Inc. | Mini, |
| VA0001067017 | 08/02/2000 | Mobile office, 8' x 20'. | Mobile Inc. | Mini, |
| VA0001186195 | 02/20/2003 | Mobile office--new fleet derivation. | Mobile Inc. | Mini, |
| VA0001233684 | 08/02/2000 | On site 10 foot storage container with open door and man moving boxes. | Mobile Inc. | Mini, |
| VA0001067019 | 08/02/2000 | On-the-ground storage container with woman carrying a box, 5'-40' lengths 8' or 10' wide. | Mobile Inc. | Mini, |
| VA0001186190 | 02/20/2003 | Record storage vault. | Mobile Inc. | Mini, |
| VA0001067014 | 08/02/2000 | Record storage vault drawing, 10' x 23' vault. | Mobile Inc. | Mini, |
| VA0001067015 | 08/02/2000 | Record storage vaults 8' or 10' wide, 10' to 4' lengths. | Mobile Inc. | Mini, |
| VA0001067016 | 08/02/2000 | Record vault with man moving boxes, 10' x 23'. | Mobile Inc. | Mini, |
| VA0001233685 | 08/02/2000 | Step Trailer 8' x 40' | Mobile Inc. | Mini, |
| VA0001214626 | 08/02/2000 | Storage container with drawing of man 8 or 10 foot wide | Mobile Inc. | Mini, |