TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Modular Space Corporation		02/25/2014	CORPORATION: DELAWARE
Resun Modspace, Inc.		02/25/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Assocation, as Notes Collateral Agent
Street Address:	625 Marquette Avenue
Internal Address:	11th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	Nationl Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2123374	RESUN LEASING INCORPORATED
Registration Number:	2123379	RESUN
Registration Number:	2148887	RESUN
Registration Number:	2165218	RESUN
Registration Number:	2123373	RESUN LEASING INCORPORATED
Registration Number:	2135463	RESUN LEASING INCORPORATED
Registration Number:	2135462	RESUN
Registration Number:	2136875	RESUN LEASING INCORPORATED
Registration Number:	2638672	BRINGING SPACE TO YOU
Registration Number:	2588020	BRINGING SPACE TO YOU
Registration Number:	3241262	MEDBUILD
Registration Number:	3496987	MEDBUILD SPACE SOLUTIONS
Registration Number:	3415973	EXBUILD

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Registration Number:	3332179	EXBUILD
Registration Number:	3407052	EXBUILD
Registration Number:	3391878	RESUN SPACE SOLUTIONS
Registration Number:	3279691	RESUN SPACE SOLUTIONS
Registration Number:	3279696	RESUN SPACE SOLUTIONS
Registration Number:	3151456	MODSPACE.COM
Registration Number:	3133642	MODSPACE
Registration Number:	1123065	MODULAIRE
Registration Number:	3826100	MODSAFE
Registration Number:	4372888	HQ
Registration Number:	4392655	HQ
Registration Number:	4365074	HQ
Registration Number:	4324655	MODSAFE
Registration Number:	4305493	MODSAFE
Registration Number:	4292584	MODSAFE
Registration Number:	3855594	MEDBUILD SPACE SOLUTIONS
Serial Number:	85132207	HQ
Serial Number:	77717250	MODSAFE
Serial Number:	77717480	MODSAFE
Serial Number:	77717537	MODSAFE
Serial Number:	77717573	MODSAFE

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	028725
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/27/2014

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Trademark Security Agreement

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Notes Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Notes Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 25, 2014 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Bank of America, N.A., as First Lien Agent, and Wells Fargo Bank, National Association, as Second Lien Agent, and acknowledged and agreed to by Modular Space Corporation and certain of its affiliates. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of February 25, 2014, by the entities identified as grantors on the signature pages hereto (each a "Grantor" and collectively, the "Grantors") in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "Notes Collateral Agent").

W I T N E S S E T H :

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of February 25, 2014 (the "Security Agreement") among each of the Grantors and the other grantors party thereto and the Notes Collateral Agent pursuant to which the Grantors granted a security interest to the Notes Collateral Agent in the Trademarks (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with the Notes Collateral Agent as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest in Existing Trademarks and Trademarks Arising or Acquired in the Future.

As security for the due and prompt payment and performance of all Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest in, lien upon and right of set off against, the following assets (including the power to transfer rights in the following), in each case, whether now owned or existing or hereafter acquired or arising, and regardless of where located: each Grantor's entire world-wide right, title and interest in and to the United States trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, as modified from time to time as herein provided, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (collectively, the "Trademarks"); provided, however, the "Trademarks" shall not include:

(x) any rights or interests of a Grantor in any contract if, under the terms of such contract or any Requirement of Law with respect thereto, the valid grant of a security interest or other Lien therein to the Notes Collateral Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract has not been or is not otherwise obtained or under Requirements of Law such prohibition cannot be waived, *provided* that the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is ineffective or unenforceable under the UCC (including Sections 9-406, 9-407, 9-408 or 9-409) or any other Requirement of Law or (ii) so as to limit, impair or otherwise affect the Notes Collateral Agent's unconditional security interest in and Lien upon any rights or interests of the Grantors in or to monies due or to become due under any such contract (including any Accounts); or

(y) any "intent-to-use" United States of America based trademark or service mark application until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application, unless the grant of a security interest therein would not render such "intent-to-use" based trademark or service mark application invalid or subject to cancellation.

3. Modification of Agreement.

Each Grantor agrees to modify this Agreement by amending **Schedule A** to include any of such Grantor's additional registered or applied-for United States trademarks which are Trademarks under Section 2 hereof, and to have this Agreement, as amended, recorded in the U.S. Patent and Trademark Office, at the expense of such Grantor, and at the times, and to the extent required by the Security Agreement.

4. Amendment.

Except as set forth in Section 3 hereof, this Agreement is subject to modification only by a writing signed by the parties hereto.

5. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6. Security Agreement.

The security interest granted pursuant to this Agreement is cumulative with and in addition to the security interest granted to the Notes Collateral Agent in the same property pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. If any provision contained in this Agreement conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern and control.

7. Governing Law.

This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, and any applicable laws of the United States of America.

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8. Intercreditor Agreement.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Notes Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Notes Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank;
signatures begin on following page.]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MODULAR SPACE CORPORATION

By: _____
Name: Charles R. Paquin
Title: President

RESUN MODSPACE, INC.

By: _____
Name: Charles R. Paquin
Title: President

[Signatures continued on following page]

Accepted on the date first set forth above:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Notes Collateral Agent

By: _____

Name: Richard Prokosch

Title: Vice President

[Signature Page to ModSpace Trademark Security Agreement]

SCHEDULE A

Trademark Security Agreement

Listing of United States Trademark Registrations and Applications

UNITED STATES TRADEMARKS:

Registrations:

Owner	**Trademark**	**Registration No.**	**Filing Date**	**Registration Date**
Modular Space Corporation	Resun Leasing Incorporated and design	2,123,374	11/01/1996	12/23/1997
Modular Space Corporation	Resun	2,123,379	11/01/1996	12/23/1997
Modular Space Corporation	Resun and design	2,148,887	11/01/1996	04/07/1998
Modular Space Corporation	Resun and design	2,165,218	11/01/1996	06/16/1998
Modular Space Corporation	Resun Leasing Incorporated	2,123,373	11/01/1996	12/23/1997
Modular Space Corporation	Resun Leasing Incorporated	2,135,463	11/01/1996	02/10/1998
Modular Space Corporation	Resun	2,135,462	11/01/1996	02/10/1998
Modular Space Corporation	Resun Leasing Incorporated and design	2,136,875	11/01/1996	02/17/1998
Modular Space Corporation	Bringing Space To You	2,638,672	04/06/2001	10/22/2002
Modular Space Corporation	Bringing Space To You	2,588,020	04/06/2001	07/02/2002
Modular Space Corporation	Medbuild	3,241,262	07/22/04	05/15/2007

Owner	Trademark	Registration No.	Filing Date	Registration Date
Modular Space Corporation	Medbuild Space Solutions and design	3,496,987	10/21/2004	09/02/2008
Modular Space Corporation	Exbuild	3,415,973	03/06/2006	04/22/2008
Modular Space Corporation	Exbuild	3,332,179	03/06/2006	11/06/2007
Modular Space Corporation	Exbuild	3,407,052	03/06/2006	04/01/2008
Modular Space Corporation	Resun Space Solutions and design	3,391,878	04/11/2006	03/04/2008
Modular Space Corporation	Resun space solutions and design	3,279,691	04/07/2006	08/14/2007
Modular Space Corporation	Resun space solutions and design	3,279,696	04/11/2006	08/14/2007
Resun ModSpace, Inc.	Modspace.com	3,151,456	02/27/2002	10/03/2006
Resun ModSpace, Inc.	Modspace	3,133,642	02/27/2002	08/22/2006
Resun ModSpace, Inc.	Modulaire	1,123,065	08/28/1978	07/24/1979
Modular Space Corporation	ModSafe	3,826,100	04/20/2009	07/27/2010
Modular Space Corporation	ModSpace	4059263	n/a	12/17/2007
Modular Space Corporation	ModSpace	10099005	n/a	06/06/2007
Modular Space Corporation	HQ	4,372,888	09/17/2010	07/23/2013
Modular Space Corporation	HQ	4,392,655	09/17/2010	08/27/2013
Modular Space Corporation	HQ	4,365,074	09/17/2010	07/09/2013

Owner	Trademark	Registration No.	Filing Date	Registration Date
Modular Space Corporation	ModSafe and Design	4,324,655	04/20/2009	04/23/2013
Modular Space Corporation	ModSafe and Design	4,305,493	04/20/2009	03/19/2013
Modular Space Corporation	ModSafe	4,292,584	04/20/2009	02/19/2013
Modular Space Corporation	Medbuild Space Solutions and design	3,855,594	08/05/2009	10/05/2010

Applications:

Owner	Trademark	Application No.	Filing Date	Registration Date
Modular Space Corporation	HQ	85/132,207	09/17/2010	n/a
Modular Space Corporation	ModSafe and Design	77/717,250	04/20/2009	n/a
Modular Space Corporation	ModSafe and Design	77/717,480	04/20/2009	n/a
Modular Space Corporation	ModSafe	77/717,537	04/20/2009	n/a
Modular Space Corporation	ModSafe	77/717,573	04/20/2009	n/a