

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement - ABL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Williams Scotsman Inc.		11/29/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	MA5-100-09-12		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$265.00 3962140

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	042525-0134
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	11/30/2017

**Total Attachments: 8**

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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 November 29, 2017 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) have entered into an ABL Credit 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 “**Credit Agreement**”) with Bank of America, N.A. as Agent on behalf of the Secured Parties (as defined therein).

**WHEREAS**, the Grantors have entered into 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, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILLIAMS SCOTSMAN, INC.

By: 

Name: *Amala Dora*

Title: *Secretary*

**PATENTS, TRADEMARKS AND COPYRIGHTS**

**PATENTS**

Country	Owner	Title	Summary Description	Filing Number/ Issuance Number	Grant Date	Status	Annuitv 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

## TRADEMARKS

Owner	Country	Application No.	Registration No.	Description:	Status
Williams Scotsman, Inc.	US		3160920	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	Canceled
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

## 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	TX3I 10559	5/15/1991
	United States	Approved Plans Manual: V.3	TX3I 10560	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.