

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
EFFECTIVE DATE:	03/30/2007												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Modular Space Corporation, a Delaware corporation formerly known as Resun Leasing, Incorporated</td><td>03/30/2007</td></tr><tr><td>Resun ModSpace, Inc., a Delaware corporation</td><td>03/30/2007</td></tr><tr><td>ModSpace Government Financial Services, Inc., a Delaware corporation</td><td>03/30/2007</td></tr></tbody></table>		Name	Execution Date	Modular Space Corporation, a Delaware corporation formerly known as Resun Leasing, Incorporated	03/30/2007	Resun ModSpace, Inc., a Delaware corporation	03/30/2007	ModSpace Government Financial Services, Inc., a Delaware corporation	03/30/2007				
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Bank of America, N.A., as Agent</td></tr><tr><td>Street Address:</td><td>300 Galleria Parkway, N.W.</td></tr><tr><td>Internal Address:</td><td>Suite 800</td></tr><tr><td>City:</td><td>Atlanta</td></tr><tr><td>State/Country:</td><td>GEORGIA</td></tr><tr><td>Postal Code:</td><td>30339</td></tr></table>		Name:	Bank of America, N.A., as Agent	Street Address:	300 Galleria Parkway, N.W.	Internal Address:	Suite 800	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30339
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6310330</td></tr></tbody></table>		Property Type	Number	Patent Number:	6310330								
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CORRESPONDENCE DATA													
Fax Number: (404)522-8409 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Correspondent Name: Oksana V. Sepich													
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ATTORNEY DOCKET NUMBER:	1809.42												

OP \$40.00 6310330

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PATENT  
REEL: 019181 FRAME: 0262

NAME OF SUBMITTER:

Harrison Roberts

Total Attachments: 6

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of March 30, 2007, by **Modular Space Corporation**, a Delaware corporation formerly known as Resun Leasing, Incorporated ("MSC"), ("Borrower"), **Resun ModSpace, Inc.**, a Delaware corporation ("RMI"), and **ModSpace Government Financial Services, Inc.**, a Delaware corporation ("MGFS"; MSC, RMI and each other subsidiary of MSC now or hereafter party to the Credit Agreement described below as a borrower being referred to collectively herein as "Borrowers" and, each individually, a "Borrower"), in favor of **Bank of America, N.A.**, as agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement described below).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 20, 2005 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), by and among MSC, the Agent and the various financial institutions party thereto from time to time as lenders (the "Existing Lenders"), such Existing Lenders and certain other parties thereto, the Existing Lenders agreed to make loans to, and extend other financial accommodations for the benefit of, MSC;

WHEREAS, the Borrowers and certain of their affiliates which, pursuant to the terms thereof, may be borrowers or guarantors thereunder from time to time, the Agent, the various financial institutions party thereto as lenders (the "Lenders") and the other parties thereto have entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement;

WHEREAS, pursuant to a certain Second Amended and Restated Security Agreement, dated on or about the date hereof, made by the Borrowers in favor of the Agent (as at any time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Borrowers granted to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a continuing security interest in, lien upon and right of set off against, all personal property and assets of such Borrower, including, without limitation, the Patents (as such term is defined in Section 2(b) below) of such Borrower and powers and rights of such Borrower in all of the Patents (as such term is defined in Section 2(b) below) (including the power to transfer rights in the following), whether now owned or existing or hereafter acquired or arising, regardless of where located, the Collateral (as defined in the Security Agreement) as collateral security for the full and prompt payment and performance of all of the Obligations.

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make loans and other financial accommodations to or for the benefit of the Borrowers under the Credit Agreement that the Borrowers enter into this Agreement with Agent; and

WHEREAS, in consideration for, among other things, the execution and delivery of the

Credit Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Credit Agreement), the parties hereto agree to grant to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in and lien upon the Patents described herein, in order to ensure and secure the prompt payment and performance of the Obligations;

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 as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

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

As security for the due and prompt payment and performance of all Obligations, each Borrower hereby grants to the Agent, for the benefit of the Secured Parties, a continuing 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 Borrower's entire right, title and interest in and to the United States of America ("U.S.") patents and patent applications listed in Schedule A attached hereto and by reference made a part hereof and in any further U.S. patents or patent applications which may issue or be filed during the duration hereof, together with any and all licenses now or hereafter relating thereto, and all proceeds thereof (collectively, the "Patents").

provided, however, the "Patents" shall not include any rights or interests of a Borrower 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 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 Agent's unconditional continuing security interest in and Lien upon any rights or interests of Borrowers in or to monies due or to become due under any such contract (including any Accounts).

3. Modification of Agreement.

Each Borrower authorizes the Agent to modify this Agreement by amending Schedule A to include any additional issued patents and patent applications which are Patents under Section 2 hereof, together with any then-existing limitations or licenses or claims to rights therein that have been made known to the Agent, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at

the expense of such Borrower. The Agent shall provide notice to the Borrowers of any amendment or modification to be effected pursuant to this Section.

4. 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.

5. Security Agreement.

The security interest granted pursuant to this Agreement is cumulative with and in addition to the security interest granted to the Agent in the same property pursuant to the Security Agreement, and Borrowers hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patents 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.

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

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

**MODULAR SPACE CORPORATION**

By: [Signature]  
Name: James Sheets  
Title: Secretary

**RESUN MODSPACE, INC.**

By: [Signature]  
Name: James Sheets  
Title: Vice President

**MODSPACE GOVERNMENT FINANCIAL SERVICES, INC.**

By: [Signature]  
Name: James Sheets  
Title: Vice President

Accepted on \_\_\_\_\_, 2007:

**BANK OF AMERICA, N.A.,**  
as the Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**MODULAR SPACE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESUN MODSPACE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MODSPACE GOVERNMENT FINANCIAL  
SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted on March 30, 2007:

**BANK OF AMERICA, N.A.,**  
as the Agent

By: [Signature]  
Name: Robert Walker  
Title: SVP

**SCHEDULE A**

**Patent Security Agreement**

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**Listing of Patents and Patent Applications**

<u>Company</u>	<u>Patent Title</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Resun ModSpace, Inc.	HVAC Heater Power and Control Circuit	6,310,330	4/12/00	10/30/01

**PATENT**

**RECORDED: 04/19/2007**

**REEL: 019181 FRAME: 0269**