

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4129930

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN PATENTS	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WELLS FARGO BANK, N.A.	11/03/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB	
<b>Street Address:</b>	500 DELAWARE AVENUE	
<b>Internal Address:</b>	11TH FLOOR	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19801	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6310330
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)698-3599	
<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>	2126983500	
<b>Email:</b>	patents@dechert.com	
<b>Correspondent Name:</b>	DECHERT LLP	
<b>Address Line 1:</b>	1095 AVENUE OF THE AMERICAS	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036	
<b>ATTORNEY DOCKET NUMBER:</b>	394792-146175	
<b>NAME OF SUBMITTER:</b>	ANGELINA LIANG	
<b>SIGNATURE:</b>	/Angelina Liang/	
<b>DATE SIGNED:</b>	11/04/2016	
<b>Total Attachments: 7</b>		
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ASSIGNMENT OF  
SECURITY INTEREST IN PATENTS

This ASSIGNMENT OF SECURITY INTEREST IN PATENTS (this "Assignment"), dated as of November 3, 2016, is made by and between Wells Fargo Bank, N.A., in its capacities as Trustee and Collateral Agent under the Indenture and, as applicable, the Security Documents and other Senior Secured Note Documents ("Assignor") and Wilmington Savings Fund Society, FSB, as successor Trustee and Collateral Agent ("Assignee") pursuant to the RAA Agreement.

W I T N E S S E T H :

WHEREAS, Modular Space Corporation (the "Company") and Resun Modspace, Inc. (together with the Company, the "Borrowers"), together with other borrowers party thereto and Assignor, previously entered into that certain Second Lien Security Agreement, dated as of February 25, 2014 (the "Security Agreement"), whereby the Borrowers granted to Assignor a Lien on substantially all of their respective assets;

WHEREAS, pursuant to the Security Agreement, Borrowers, as grantors, and Assignor, previously entered into that certain Patent Security Agreement, dated as of February 25, 2014 (the "Patent Security Agreement") and recorded in the United States Patent and Trademark Office ("USPTO") at Reel 32362/Frame 0928, wherein Borrowers granted to Assignor, for the benefit of the Secured Parties, a security interest in, lien upon and right of set off against (together with the Lien granted under the Security Agreement, the "Security Interest"), 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 (collectively, the "Patent Collateral"):

- (a) each Borrower's entire right, title and interest in and to the United States patents and United States patent applications listed in Schedule A attached thereto and by reference made a part hereof (and restated herein at Schedule A attached hereto) and in any further patents or patent applications or which may issue or be filed during the duration of the Patent Security Agreement;
- (b) all licenses then or thereafter relating thereto; and
- (c) all proceeds thereof;

provided, however, the Patent Collateral 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 Assignor 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 further that the foregoing exclusion shall in no way be construed (A) to apply if 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 Assignor's unconditional security interest in and Lien upon any rights or interests of the

Borrowers in or to monies due or to become due under any such contract (including any Accounts) (collectively, the “Exceptions”).

WHEREAS, pursuant to that certain Agreement of Resignation, Appointment and Acceptance, dated as of November 3, 2016, by and among the Company, Assignor and Assignee (the “RAA Agreement”), (i) Assignor has resigned as Trustee and Collateral Agent under the Security Agreement and (ii) Modular Space Corporation has appointed Assignee as successor Trustee and Collateral Agent, whereby Assignee has become vested with all the rights, powers and duties of Assignor under the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein, Assignor and Assignee hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the RAA Agreement, Security Agreement or the Patent Security Agreement, as applicable.

SECTION 2. Assignment of the Security Interest. Assignor hereby assigns, transfers, delivers and confirms to Assignee all right, title and interest of Assignor in and to the Security Interest in the Patent Collateral.

SECTION 3. Purpose. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment and transfer of all its rights, obligations and remedies as the Collateral Agent, including but not limited to the assignment and transfer of Assignor’s Security Interest, with the USPTO and any other United States or foreign entity that requires or allows the (i) recordation of the grant of Security Interest or (ii) assignment and transfer of such Security Interest.

SECTION 4. Acknowledgment.

(a) Assignor, Assignee and Borrowers do hereby acknowledge and affirm that the Security Interest and the rights and remedies of Assignor with respect to such Security Interest in the Patent Collateral, are more fully set forth in the Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(b) Without limiting the generality of the definitions of Patent Collateral or Exceptions as set forth in the recitals hereto, Borrowers do hereby further acknowledge and affirm that the Patent Collateral also has included and does include, for greater certainty, (i) (a) each Borrower’s entire right, title and interest in and to any patents and patent registrations which may issue or be filed during the duration of the Patent Security Agreement, (b) all licenses then or thereafter relating thereto; and (c) all proceeds thereof.

SECTION 5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPALS THEREOF.

SECTION 6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages for all purposes.

[Remainder of page intentionally left blank]

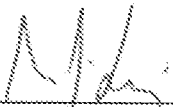
IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered on the date mentioned above.

WELLS FARGO BANK, N.A.,  
as Resigning Collateral Agent

By: Raymond Delli Colli  
Name:  
Title: Raymond Delli Colli  
Vice President

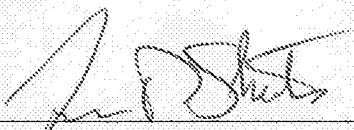
Accepted and agreed to as of the date  
first written above:

Wilmington Savings Fund Society, FSB,  
as Successor Collateral Agent


By:   
Name: Geoffrey J. Lewis  
Title: Vice President

Accepted and agreed to as of the date  
first written above:

MODULAR SPACE CORPORATION

By:   
Name: James Suleers  
Title: Secretary

RESUN MODSPACE, INC.

By:   
Name: James Suleers  
Title: Secretary



Schedule A to Assignment of Security Interest in Patents

PATENTS

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**Listing of United States Patent Registrations and Applications**

**UNITED STATES PATENTS:**

Registrations:

<u>Owner</u>	<u>Patent</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	04/12/2000	10/30/2001