

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6209559

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|---|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AT R/F 046883/0869 | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| BANK OF AMERICA, N.A, AS ADMINISTRATIVE AGENT | | | 07/01/2020 |
| RECEIVING PARTY DATA | | | |
| Name: | RESUN MODSPACE, LLC (F/K/A RESUN MODSPACE, INC.) | | |
| Street Address: | 901 S. BOND STREET | | |
| City: | BALTIMORE | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21231 | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | | |
| Patent Number: | 6310330 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)751-4864 | | |
| <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-SILVA | | |
| 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: | 07/21/2020 | | |
| Total Attachments: 9 | | | |
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PATENT

REEL: 053260 FRAME: 0247

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (ABL)

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Release**”) dated as of July 1, 2020, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (the “**Agent**”) in favor of Modular Space, LLC (f/k/a Modular Space Corp.), a Delaware limited liability company and Resun ModSpace, LLC (f/k/a Resun ModSpace, Inc.), a Delaware limited liability company (each a “**Grantor**,” and collectively, the “**Grantors**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the IP Security Agreement (as defined below).

WHEREAS, Williams Scotsman Holdings Corp. and certain of its Subsidiaries (including the Grantors) entered into an ABL Credit Agreement dated as of November 29, 2017 (as amended on July 9, 2018, July 24, 2018 and August 15, 2018, and as may have otherwise been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Agent;

WHEREAS, pursuant to the Credit Agreement, Grantors entered into a Security and Pledge Agreement, dated as of November 29, 2017 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and pursuant to the Security Agreement, the Grantors executed and delivered an Intellectual Property Security Agreement, dated as of August 15, 2018, in favor of the Agent (the “**IP Security Agreement**”);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest (the “**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 then existing or thereafter arising or acquired from time to time, but excluding any Excluded Assets (the “**IP Collateral**”): (a) all patents, patent applications, and certificates of inventions and industrial designs set forth in Schedule A hereto, 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**”); (b) 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 country (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 (the “**Trademarks**”); (c) 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 (the “**Copyrights**”); (d) 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 (e) to the extent not covered above, 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;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on August 20, 2018 at Reel/Frame 6418/0762 (with respect to the Trademarks), and on August 21, 2018 at Reel/Frame 46883/0869 (with respect to the Patents); and

WHEREAS, the Grantors have requested that the Agent now terminate and release its Security Interest in the IP Collateral and terminate the IP Security Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby terminates the IP Security Agreement, hereby terminates cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantors, and their successors and assigns its Security Interest in the IP Collateral, and hereby reassigns to the applicable Grantor any and all right, title and interest the Agent may have in, to and under the IP Collateral, in each case without recourse to, or representation or warranty by, the Agent. The Agent hereby authorizes and requests the United States Patent and Trademark Office and the United States Copyright Office (as applicable) to record this Release to evidence and effectuate the release and termination of the Agent’s Security Interest in and to the IP Collateral and the IP Security Agreements.

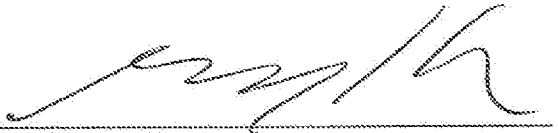
Delivery of an executed signature page of this Release by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

THIS RELEASE AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS RELEASE (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 Agent has caused this Release to be duly executed as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent

By: 

Name: Gregory Kress

Title: SENIOR VICE PRESIDENT

Signature Page to Release of Security Interest in Intellectual Property (ABL)

PATENT
REEL: 053260 FRAME: 0250

SCHEDULE A

Patents

| Owner | Patent | Patent No. | Issue Date | Status in Patent Office |
|----------------------|---------------------------------------|------------|------------|-------------------------|
| Resun ModSpace, Inc. | HVAC Heater Power and Control Circuit | 6,310,330 | 10/30/2001 | Expired |

SCHEDULE B

Trademarks

| Owner | Jurisdiction | Trademark | App No./App. Date | Reg. No./Reg. Date | Status |
|---------------------|---------------|--|-----------------------------|-----------------------------|------------|
| Modular Space Corp. | United States | HQ | 85/132,247 (17-Sep-2010) | 4,372,888 (23-Jul-2013) | Registered |
| Modular Space Corp. | United States | HQ | 85/132,291 (17-Sep-2010) | 4,392,655 (27-Aug-2013) | Registered |
| Modular Space Corp. | United States | HQ | 85/132,305 (17-Sep-2010) | 4,365,074 (9-Jul-2013) | Registered |
| Modular Space Corp. | Canada | MEDBUILD | 1,235,847 (27-Oct-2004) | TMA648,102 (14-Sep-2005) | Registered |
| Modular Space Corp. | Mexico | MEDBUILD | 698,002 (21-Jan-2005) | 905,684 (27-Oct-2005) | Registered |
| Modular Space Corp. | Mexico | MEDBUILD | 698,003 (21-Jan-2005) | 910,997 (30-Nov-2005) | Registered |
| Modular Space Corp. | Mexico | MEDBUILD | 802,054 (23-Aug-2006) | 952,453 (14-Sep-2006) | Registered |
| Modular Space Corp. | United States | MEDBUILD | 78/454,983 (22-Jul-2004) | 3,241,262 (5-May-2007) | Registered |
| Modular Space Corp. | Mexico | MEDBUILD SPACE SOLUTIONS | 802,055 (23-Aug-2006) | 952,454 (14-Sep-2006) | Registered |
| Modular Space Corp. | Canada | MEDBUILD SPACE SOLUTIONS and Design | 1,262,682 (21-Apr-2005) | TMA753,446 (18-Nov-2009) | Registered |
| Modular Space Corp. | Mexico | MEDBUILD SPACE SOLUTIONS and Design | 713,700 (21-Apr-2005) | 915,570 (11-Jan-2006) | Registered |
| Modular Space Corp. | Mexico | MEDBUILD SPACE SOLUTIONS and Design | 713,701 (21-Apr-2005) | 921,072 (24-Feb-2006) | Registered |
| Modular Space Corp. | United States | MEDBUILD SPACE SOLUTIONS and Design | 77/797,617 (05-Aug-2009) | 3,855,594 (05-Oct-2010) | Registered |
| Modular Space Corp. | Canada | MODSAFE | 1,436,546 (23-Apr-2009) | TMA849,830 (30-Apr-2013) | Registered |
| Modular Space Corp. | China P.R. | MODSAFE | 7420365 (25-May-2009) | | Registered |
| Modular Space Corp. | China P.R. | MODSAFE | 7420366 | 7420366 | Registered |

| Owner | Jurisdiction | Trademark | App No./App. Date | Reg. No./Reg. Date | Status |
|---------------------|---------------|-----------------------|-----------------------------|-----------------------------|------------|
| | | | (25-May-2009) | (21-Aug-2012) | |
| Modular Space Corp. | China P.R. | MODSAFE | 7420367 (25-May-2009) | 7420367 (14-Dec-2010) | Registered |
| Modular Space Corp. | China P.R. | MODSAFE | 7420368 (25-May-2009) | 7420368 (28-Oct-2010) | Registered |
| Modular Space Corp. | Mexico | MODSAFE | 1,008,598 (27-May-2009) | 1,106,803 (18-Jun-2009) | Registered |
| Modular Space Corp. | Mexico | MODSAFE | 1,008,602 (27-May-2009) | 1,106,804 (18-Jun-2009) | Registered |
| Modular Space Corp. | Mexico | MODSAFE | 1,008,603 (27-May-2009) | 1,106,805 (18-Jun-2009) | Registered |
| Modular Space Corp. | Mexico | MODSAFE | 1,008,604 (27-May-2009) | 1,106,806 (18-Jun-2009) | Registered |
| Modular Space Corp. | United States | MODSAFE | 77/717,573 (20-Apr-2009) | 4,425,794 (10/29/2013) | Registered |
| Modular Space Corp. | United States | MODSAFE | 77/717,597 (20-Apr-2009) | 4,292,584 (02/19/2013) | Registered |
| Modular Space Corp. | United States | MODSAFE | 77/717,516 (20-Apr-2009) | 3,826,100 (27-Jul-2010) | Registered |
| Modular Space Corp. | Canada | MODSAFE and Design | 1,436,547 (23-Apr-2009) | TMA849,831 (30-Apr-2013) | Registered |
| Modular Space Corp. | China P.R. | MODSAFE and Design | 7420373 (25-May-2009) | | Registered |
| Modular Space Corp. | China P.R. | MODSAFE and Design | 7420369 (25-May-2009) | 7420369 (21-Aug-2010) | Registered |
| Modular Space Corp. | China P.R. | MODSAFE and Design | 7420370 (25-May-2009) | 7420370 (14-Dec-2010) | Registered |
| Modular Space Corp. | China P.R. | MODSAFE and Design | 7420371 (25-May-2009) | 7420371 (28-Oct-2010) | Registered |
| Modular Space Corp. | Mexico | MODSAFE and Design | 1,008,606 (27-May-2009) | 1,106,808 (18-Jun-2009) | Registered |
| Modular Space Corp. | Mexico | MODSAFE and Design | 1,008,605 (27-May-2009) | 1,106,807 (18-Jun-2009) | Registered |
| Modular Space Corp. | Mexico | MODSAFE and Design | 1,008,607 (27-May-2009) | 1,106,809 (18-Jun-2009) | Registered |
| Modular Space Corp. | Mexico | MODSAFE and Design | 1,008,608 (27-May-2009) | 1,109,670 (09-Jul-2009) | Registered |
| Modular Space Corp. | United States | MODSAFE and Design | 77/717,229 (20-Apr-2009) | 4,324,655 (04/23/2013) | Registered |
| Modular Space Corp. | United States | MODSAFE and Design | 77/717,292 (20-Apr-2009) | 4,305,493 (03/19/2013) | Registered |

| Owner | Jurisdiction | Trademark | App No./App. Date | Reg. No./Reg. Date | Status |
|---------------------|---------------|---------------------|-------------------------------|--------------------------------------|------------|
| Modular Space Corp. | Mexico | MODSPACE | 1,014,217 (19-Jun-2009) | 1,109,238 (07-Jul-2009) | Registered |
| Modular Space Corp. | Mexico | MODSPACE | 1,014,218 (19-Jun-2009) | 1,109,239 (07-Jul-2009) | Registered |
| Modular Space Corp. | Mexico | MODSPACE | 1,014,219 (19-Jun-2009) | 1,109,240 (07-Jul-2009) | Registered |
| Modular Space Corp. | Mexico | MODSPACE | 1,014,220 (19-Jun-2009) | 1,109,241 (07-Jul-2009) | Registered |
| Modular Space Corp. | Nebraska | MODSPACE | 78-525825 (Jun. 6, 2007) | 10099005 (06-Jun-2007) | Registered |
| Modular Space Corp. | United States | MODSPACE | 78/111,371 (27-Feb-2002) | 3,133,642 (22-Aug-2006) | Registered |
| Modular Space Corp. | United States | MODSPACE | 86/869,449 (8-Jan-2016) | 5,177,564 (4-Apr-2017) | Registered |
| Modular Space Corp. | US State- HI | MODSPACE | 79-306371 (Dec. 22, 2014) | 4137982 (Dec. 22, 2014) | Registered |
| Modular Space Corp. | US State- WY | MODSPACE | 20-010774 (May 22, 2007) | 2007- 000538282 (May 22, 2007) | Registered |
| Modular Space Corp. | United States | MODSPACE. COM | 78/111,363 (27-Feb-2002) | 3,151,456 (03-Oct-2006) | Registered |
| Modular Space Corp. | United States | MODSPACE. COM | 87/339,467 (05-April-2017) | 5,323,143 (31-Oct-2017) | Registered |
| Modular Space Corp. | United States | MODULAIR E | 73/183,772 (28-Aug-1978) | 1,123,065 (24-Jul-1979) | Registered |
| Modular Space Corp. | Canada | RESUN | 1,235,846 (27-Oct-2004) | TMA662,289 (06-Apr-2006) | Registered |
| Modular Space Corp. | Mexico | RESUN | 698,001 (21-Jan-2005) | 883,063 (26-May-2005) | Registered |
| Modular Space Corp. | Mexico | RESUN | 802,051 (23-Aug-2006) | 969,031 (19-Jan-2007) | Registered |
| Modular Space Corp. | Mexico | RESUN | 802,052 (23-Aug-2006) | 952,031 (31-Aug-2006) | Registered |
| Modular Space Corp. | Mexico | RESUN | 802,053 (23-Aug-2006) | 952,452 (14-Sep-2006) | Registered |
| Modular Space Corp. | United States | RESUN | 75/191,468 (1-Nov-1996) | 2,123,379 (23-Dec-1997) | Registered |
| Modular Space Corp. | United States | RESUN | 75/191,463 (01-Nov-1996) | 2,135,462 (10-Feb-1998) | Registered |
| Modular Space Corp. | United States | RESUN and Design | 75/191,158 (01-Nov-1996) | 2,148,887 (07-Apr-1998) | Registered |
| Modular Space Corp. | United States | RESUN and | 75/191,457 | 2,165,218 | Registered |

| Owner | Jurisdiction | Trademark | App No./App. Date | Reg. No./Reg. Date | Status |
|---------------------|---------------|--|-----------------------------|----------------------------|------------|
| | | Design | (01-Nov-1996) | (16-Jun-1998) | |
| Modular Space Corp. | United States | RESUN LEASING INCORPORATED | 75/191,157 (01-Nov-1996) | 2,123,373 (23-Dec-1997) | Registered |
| Modular Space Corp. | United States | RESUN LEASING INCORPORATED | 75/191,465 (01-Nov-1996) | 2,135,463 (10-Feb-1998) | Registered |
| Modular Space Corp. | United States | RESUN LEASING INCORPORATED and Design | 75/191,249 (01-Nov-1996) | 2,123,374 (23-Dec-1997) | Registered |
| Modular Space Corp. | United States | RESUN LEASING INCORPORATED and Design | 75/191,462 (01-Nov-1996) | 2,136,875 (17-Feb-1998) | Registered |
| Modular Space Corp. | United States | THE HUB | 86/869,416 (08-Jan-2016) | 5,177,563 (04-Apr-2017) | Registered |

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|---------------------------|--------|--|------------|---|------------|
| Modular Space Corporation | Canada | MODSAFE | 2013-04-30 | TMA849830 Application No. 1436546 | Registered |
| Modular Space Corporation | Canada | MEDBUILD SPACE SOLUTIONS & DESIGN | 2009-11-18 | TMA753446 Application No.:1262682 | Registered |
| Modular Space Corporation | Canada | MEDBUILD | 2005-09-14 | TMA648102 Application No.1235847 | Registered |

SCHEDULE C

Copyrights

None.