

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6268426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
CONVEYING PARTY DATA	
Name	Execution Date
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT	07/01/2020
RECEIVING PARTY DATA	
Name:	MODULAR SPACE, LLC (F/K/A MODULAR SPACE CORP.)
Street Address:	901 S. BOND STREET
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
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:	
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1258204 PAT 1
NAME OF SUBMITTER:	JONATHAN LARSON
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	08/26/2020

Total Attachments: 9

source=1. IP Release (Patents) - ModSpace#page4.tif
source=1. IP Release (Patents) - ModSpace#page5.tif
source=1. IP Release (Patents) - ModSpace#page6.tif
source=1. IP Release (Patents) - ModSpace#page7.tif
source=1. IP Release (Patents) - ModSpace#page8.tif
source=1. IP Release (Patents) - ModSpace#page9.tif
source=1. IP Release (Patents) - ModSpace#page10.tif
source=1. IP Release (Patents) - ModSpace#page11.tif
source=1. IP Release (Patents) - ModSpace#page12.tif

Execution Version

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (INDENTURE)

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Release**”) dated as of July 1, 2020, is made by Deutsche Bank Trust Company Americas, as 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 Indenture dated as of November 29, 2017 (as may have otherwise been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”) with the Agent;

WHEREAS, pursuant to the Indenture, 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 United States 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 United States 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 United States 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 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 21, 2018 at Reel/Frame 6426/0275 (with respect to the Trademarks), and on August 21, 2018 at Reel/Frame 046644/0296 (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;

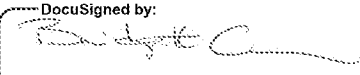
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Agent hereby terminates the IP Security Agreement, and terminates and releases its Security Interest in the IP Collateral, without recourse to, or representation or warranty by, the Agent.

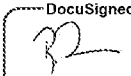
Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the IP Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date first written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

DocuSigned by:

By: _____
Name: Bridgette Casanovas
Title: Vice President

DocuSigned by:

By: _____
Name: Robert Peschler
Title: Vice President

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)	4,365,493 (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

SCHEDULE C

Copyrights

None.