

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Scotsman, Inc.		12/21/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland		
Street Address:	135 Bishopsgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 3UR		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77440973	GOSPACE BY WILLIAMS SCOTSMAN	
CORRESPONDENCE DATA			
Fax Number:	(212)610-6399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	laurie.emmer@allenoverly.com		
Correspondent Name:	Laurie Emmer		
Address Line 1:	1220 Avenue of the Americas		
Address Line 2:	Allen & Overy LLP		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0011398-0003436		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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 REEL: 004124 FRAME: 0721**

Address Line 4:

NAME OF SUBMITTER:

laurie emmer

Signature:

/Laurie Emmer/

Date:

01/05/2010

Total Attachments: 4

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Intellectual Property Security Agreement Supplement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "Supplement"), dated as of December 21, 2009, is made by Williams Scotsman, Inc. (the "Grantor") in favor of The Royal Bank of Scotland plc, London Branch (formerly The Royal Bank of Scotland plc, Paris Branch), as Security Agent (the "Security Agent") for the Security Beneficiaries (as defined the Security Agreement referred to below).

WHEREAS, the Grantor and certain other Persons have executed and delivered that certain Security and Pledge Agreement dated as of October 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor for recording with the U.S. Patent and Trademark Office or other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement made by the Grantor to the Security Agent dated as of October 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP 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 and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Security Agent for the ratable benefit of the Security Beneficiaries and has agreed as a condition thereof to execute this Supplement for recording with the U.S. Patent and Trademark Office or other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Confirmation of Grant of Security

The Grantor hereby acknowledges and confirms the grant of a security interest to the Security Agent for the ratable benefit of the Security Beneficiaries under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

- 1.1 all material United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "Trademarks");
- 1.2 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.3 any and all proceeds of the foregoing.

2. Supplement to Security Agreement and IP Security Agreement

Schedule 5 to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

3. **Recordation**

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this Supplement.

4. **Governing Law**

This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Williams Scotsman, Inc.

By 

Name: Robert E. Singer

Title: EVP & CFO

Address:

8211 Town Center Rd

Baltimore, MD

21286

Email Address: Bob.Singer@willscot.com

SCHEDULE A

TRADEMARKS

Mark	Type of Mark	Registration Number	Registration Date	Jurisdiction
GOSPACE	Trademark	SN 77440973	Pending	US Federal