

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| Williams Scotsman, Inc. | | 10/11/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | 45 Broadway, 14th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10006 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 3160920 | CCC SPACE BY WILLIAMS SCOTSMAN CONTRACTOR COMMAND CENTER |
| Registration Number: | 3962140 | GOSPACE BY WILLIAMS SCOTSMAN |
| Registration Number: | 3053816 | REDI-ACCESS SYSTEMS |
| Registration Number: | 3308751 | REDI-PANEL SYSTEMS |
| Registration Number: | 3011375 | REDI-PLEX BUILDINGS |
| Registration Number: | 3049586 | REDI-SPACE SOLUTIONS |
| Registration Number: | 4052253 | REMOD |
| Registration Number: | 2454889 | WILLIAMS SCOTSMAN |
| Registration Number: | 2446049 | WILLIAMS SCOTSMAN |
| Registration Number: | 1766208 | WILLIAMS SCOTSMAN |
| Registration Number: | 2446074 | WILLIAMS SCOTSMAN |
| Registration Number: | 2475259 | WILLIAMS SCOTSMAN |
| Serial Number: | 85740034 | MODUFLEX BY WILLIAMS SCOTSMAN |
| Serial Number: | 85745443 | STAYOVER |

TRADEMARK

Registration Number:

4066285

REMODO BY WILLIAMS SCOTSMAN

CORRESPONDENCE DATA

Fax Number:

3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

800-927-9801 x2348

Email:

jpaterso@cscinfo.com

Correspondent Name:

Corporation Service Company

Address Line 1:

1090 Vermont Avenue NW, Suite 430

Address Line 4:

Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

387476-10

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

10/19/2012

Total Attachments: 10

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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of October 11, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Wells Fargo Bank, National Association, as Notes Collateral Agent (the “**Notes Collateral Agent**”) for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Algeco Scotsman Global Finance plc, a private limited company organized under the laws of England and Wales, Algeco Scotsman Global S.à r.l. (formerly known as Ristretto Group S.à r.l.), and certain of its Subsidiaries (including the Grantors) have entered into an Indenture dated as of October 11, 2012 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Indenture**”) and Wells Fargo Bank, National Association as Notes Collateral Agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Grantors have entered into a Security and Pledge Agreement dated as of October 11, 2012 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**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, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Notes Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office (or any successor office or any similar office in any state or political subdivision) and other governmental authorities.

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

1. **GRANT OF SECURITY**

Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and 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 now existing or hereafter arising or acquired from time to time (collectively, the “**Collateral**”):

- 1.1 all United States patents, patent applications, and certificates of inventions industrial designs set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an “**IP Security Agreement Supplement**”), executed and delivered by such Grantor to the Notes Collateral Agent from time to time), 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**”);

- 1.2 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 or in any office or agency of any State or Territory of the United States of 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 (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Notes Collateral Agent from time to time) (the “**Trademarks**”);
- 1.3 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 whether published or unpublished and all mask works (as such term is defined in 17 U.S.C. Section 901, et seq.), all rights and privileges arising under an 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 (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Notes Collateral Agent from time to time) (the “**Copyrights**”);
- 1.4 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
- 1.5 to the extent not covered in Sections 1.1, 1.2, 1.3 and 1.4, 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.
- 1.6 Notwithstanding anything to the contrary contained above, the security interest created by this IP Security Agreement shall not extend to Excluded Assets.

2. **RECORDATION**

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **TERMINATION**

Upon the latest of the payment in full in cash of the Secured Obligations including the Guarantees, and the termination or expiration of all Secured Obligations including the Guarantees under the Indenture Documents, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantor.

4. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

5. **GRANTS, RIGHTS AND REMEDIES**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Notes Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

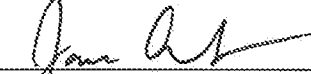
6. **GOVERNING LAW**

This IP Security Agreement 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, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Williams Scotsman, Inc.

By: 

Name: Jason Antonakas

Title: Controller

[Second Lien U.S. IP Security Agreement]

TRADEMARK
REEL: 004885 FRAME: 0006

Agreed and Accepted:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Notes Collateral Agent

By: 

Name: MARTIN C. COPELAND
Title: VICE PRESIDENT

[Second Lien U.S. IP Security Agreement]

SCHEDULE A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

SCHEDULE B
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

| Owner | Application Number | Registration Number | Country/State | Trademark |
|-------------------------|--------------------|---------------------|---------------|---|
| Williams Scotsman, Inc. | 78675007 | 3160920 | U.S.A. | CCC SPACE BY WILLIAMS SCOTSMAN CONTRACTOR COMMAND CENTER [and design] |
| Williams Scotsman, Inc. | 77440973 | 3962140 | U.S.A. | GOSPACE BY WILLIAMS SCOTSMAN [and design] |
| Williams Scotsman, Inc. | 78482561 | 3053816 | U.S.A. | REDI-ACCESS SYSTEMS |
| Williams Scotsman, Inc. | 78671838 | 3308751 | U.S.A. | REDI-PANEL SYSTEMS |
| Williams Scotsman, Inc. | 78482548 | 3011375 | U.S.A. | REDI-PLEX BUILDINGS |
| Williams Scotsman, Inc. | 78482498 | 3049586 | U.S.A. | REDI-SPACE SOLUTIONS |
| Williams Scotsman, Inc. | 85260541 | 4052253 | U.S.A. | REMOD |
| Williams Scotsman, Inc. | 85260544 | 4066285 | U.S.A. | REMOD [stylized and design] |
| Williams Scotsman, Inc. | 75872075 | 2454889 | U.S.A. | WILLIAMS SCOTSMAN |
| Williams Scotsman, Inc. | 75872061 | 2446049 | U.S.A. | WILLIAMS SCOTSMAN |
| Williams Scotsman, Inc. | 74303345 | 1766208 | U.S.A. | WILLIAMS SCOTSMAN [and design] |
| Williams Scotsman, Inc. | 75879612 | 2446074 | U.S.A. | WILLIAMS SCOTSMAN [and design] |
| Williams Scotsman, Inc. | 75879521 | 2475259 | U.S.A. | WILLIAMS SCOTSMAN [and design] |
| Williams | 85740034 | | U.S.A. | MODUFLEX BY |

| | | | | |
|----------------------------|----------|--|--------|--|
| Scotsman, Inc. | | | | WILLIAMS SCOTSMAN [stylized and design] |
| Williams Scotsman, Inc. | 85745443 | | U.S.A. | STAYOVER |

SCHEDULE C
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

| Owner | Copyright Title | Registration Number | Publication Date |
|-------------------------|---|---------------------|------------------|
| Williams Scotsman, Inc. | Approved Plans Manual: V.1 | TX3108738 | 5/15/91 |
| Williams Scotsman, Inc. | Approved Plans Manual: V.2 | TX3I 10559 | 5/15/91 |
| Williams Scotsman, Inc. | Approved Plans Manual: V.3 | TX3I 10560 | 5/15/91 |
| Williams Scotsman, Inc. | Approved Plans Manual: V.4 | TX3107295 | 5/15/91 |
| Williams Scotsman, Inc. | Approved Plans Manual: V.5 | TX3107300 | 5/15/91 |
| Williams Scotsman, Inc. | Options-V.1, No. 1, Spring 1989 | TX2561316 | 4/1/89 |
| Williams Scotsman, Inc. | Options-V.1, No. 2, Summer 1989 | TX2660344 | 7/1/89 |
| Williams Scotsman, Inc. | Options-V.1, No. 3, Fall 1989 | TX2770109 | 7/1/89 |
| Williams Scotsman, Inc. | Options-V.1, No. 4, Winter 1990 | TX2807020 | 3/12/90 |
| Williams Scotsman, Inc. | Options-Vo1.2, No. 1, Spring 1990 | TX2831881 | 5/17/90 |
| Williams Scotsman, Inc. | Order, maintenance and billing application | TXu1190880 | N/A ¹ |
| Williams Scotsman, Inc. | Sales information system (SIS) computer program | TXu1155620 | N/A ² |

¹ No publication date: the registration date for this copyright is 8/19/04.

² No publication date: the registration date for this copyright is 11/10/03.