

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Scotsman, Inc.		10/11/2012	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: 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:	4066285	REMOD BY WILLIAMS SCOTSMAN
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

CH \$390.00 3160920

TRADEMARK

Serial Number:

85745443

STAYOVER

CORRESPONDENCE DATA

Fax Number:

9177773906

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

Phone:

(212) 735-3906

Email:

Faith.Robinson@skadden.com

Correspondent Name:

Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1:

Attn: John Deming, Esq.

Address Line 2:

Four Times Square

Address Line 4:

New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

401180/213

NAME OF SUBMITTER:

John Deming

Signature:

/John Deming/

Date:

11/16/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

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 Bank of America, N.A., as Administrative Agent (the “**Administrative Agent**”) for the Secured Parties (as defined in each of the Credit Agreement referred to below).

WHEREAS, Ristretto Group Srl, a company organized under the laws of Luxembourg (“**Ristretto**”), and certain of its Subsidiaries (including the Grantors) have entered into a Revolving Syndicated Facility 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 “**Credit Agreement**”) Merrill, Lynch, Pierce, Fenner & Smith Incorporated as a joint lead arranger and Bank of America, N.A. as Administrative 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 Administrative 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 Administrative 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 Administrative 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 Administrative 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 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 Administrative 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 (a) the payment in full in cash of the Secured Obligations, (b) the Facility Termination Date and (c) the termination or expiration of all Secured Obligations under the Credit Agreement, 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 Administrative Agent with respect to the 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: Jason Antonakas

Name: Jason Antonakas


Title: Controller

[U.S. IP Security Agreement]

TRADEMARK
REEL: 004902 FRAME: 0806

Agreed and Accepted:

**BANK OF AMERICA, N.A.,
as Administrative Agent**

By: 
Name: Seth Tyminski
Title: Vice President

[U.S. IP Security Agreement]

TRADEMARK
REEL: 004902 FRAME: 0807

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-Vol.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.