

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341660

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Intellectual Property Security Agreement Supplement               |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>    |
| Williams Scotsman, Inc.   |   | 05/08/2015            | CORPORATION: MARYLAND |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | Wells Fargo Bank, National Association, as Notes Collateral Agent |                       |                       |
| <b>Street Address:</b>  | 150 East 42nd Street, 40th Floor                                  |                       |                       |
| <b>City:</b>  | New York  |                       |                       |
| <b>State/Country:</b>   | NEW YORK  |                       |                       |
| <b>Postal Code:</b>   | 10017   |                       |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES                       |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 86388277  | AS FLEX               |                       |
| <b>Serial Number:</b>   | 86502017  | 360° SERVICE          |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 6502515002  |                       |                       |
| <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> |   |                       |                       |
| <b>Phone:</b>   | (650) 251-5047  |                       |                       |
| <b>Email:</b>   | ksolomon@stblaw.com   |                       |                       |
| <b>Correspondent Name:</b>  | Michelle T. Morad, Esq.   |                       |                       |
| <b>Address Line 1:</b>  | Simpson Thacher & Bartlett LLP                                    |                       |                       |
| <b>Address Line 2:</b>  | 2475 Hanover Street   |                       |                       |
| <b>Address Line 4:</b>  | Palo Alto, CALIFORNIA 94304                                       |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 079072/0012   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Michelle T. Morad   |                       |                       |
| <b>SIGNATURE:</b>   | /mtm/   |                       |                       |
| <b>DATE SIGNED:</b>   | 05/18/2015  |                       |                       |
| <b>Total Attachments: 7</b>   |   |                       |                       |
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## Intellectual Property Security Agreement Supplement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “**IP Security Agreement Supplement**”) dated as of May 8, 2015, is made by the Person listed on the signature page hereof (the “**Grantor**”) 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 Grantor) has 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**, pursuant to the Indenture, the Grantor and certain other Persons have executed and delivered that certain Security and Pledge Agreement dated as of October 11, 2012 (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 and such other Persons 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, the Grantor and such other persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Notes Collateral Agent dated as of October 11, 2012 (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 Notes Collateral Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, 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 Notes Collateral Agent for the ratable benefit of the Secured Parties 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 United States patents, patent applications, and certificates of inventions 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**”);

- 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 or any foreign country (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**”);
- 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 (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. SUPPLEMENT TO SECURITY AGREEMENT AND IP SECURITY AGREEMENT**

Schedule 5 to the Security Agreement and Schedule A and 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. 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. RECORDATION**

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

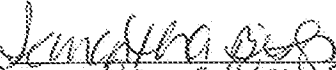
**5. GOVERNING LAW**

This IP Security Agreement 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 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: Samantha Bishop  
Title: Secretary

Address:  
901 South Bond Street, Suite 600  
Baltimore MD 21231, U.S.A.

**SCHEDULE A**

| <b>Owner</b>            | <b>Patent</b>                                    | <b>Application/Registration Number</b> |
|-------------------------|--|--|
| Williams Scotsman, Inc. | CONNECTING KEY SYSTEM FOR MODULAR BUILDING UNITS | 62/026,268                             |
| Williams Scotsman, Inc. | WALL PANEL ASSEMBLY FOR MODULAR BUILDING UNITS   | 62/026,256                             |
| Williams Scotsman, Inc. | MONOBLOC DOOR FRAME FOR MODULAR BUILDING UNITS   | 62/026,294                             |
| Williams Scotsman, Inc. | WELDED ROOF FOR MODULAR BUILDING UNITS           | 62/026,249                             |
| Williams Scotsman, Inc. | FLOOR SUBSHEET FOR MODULAR BUILDING UNITS        | 62/026,287                             |
| Williams Scotsman, Inc. | FLEX DESIGN                                      | 29/512,187                             |

**SCHEDULE B**

| <b>Owner</b>            | <b>Trademark</b>    | <b>Application/Registration Number</b> |
|-------------------------|---------------------|--|
| Williams Scotsman, Inc. | AS FLEX             | 86388277                               |
| Williams Scotsman, Inc. | 360° Service        | 86502017                               |
| Williams Scotsman, Inc. | AS FLEX             | Canada - 1691593                       |
| Williams Scotsman, Inc. | 360° Service        | Canada - 1708640                       |
| Williams Scotsman, Inc. | 360° Service        | Brazil - 908824696                     |
| Williams Scotsman, Inc. | 360° Service        | Brazil - 908824653                     |
| Williams Scotsman, Inc. | 360° Service        | Brazil - 908824700                     |
| Williams Scotsman, Inc. | 360° Service        | Brazil - 908824718                     |
| Williams Scotsman, Inc. | AS Flex             | Mexico - 1522794                       |
| Williams Scotsman, Inc. | AS Flex             | Mexico - 1522805                       |
| Williams Scotsman, Inc. | AS Flex             | Mexico - 1522800                       |
| Williams Scotsman, Inc. | 360° Service (logo) | Mexico - 1563836                       |
| Williams Scotsman, Inc. | 360° Service (logo) | Mexico - 1563860                       |
| Williams Scotsman, Inc. | 360° Service (logo) | Mexico - 1563858                       |
| Williams Scotsman, Inc. | 360° Service (logo) | Mexico - 1563853                       |



**SCHEDULE C**

None.