

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404545

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, N.A.		11/03/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB		
<b>Street Address:</b>	500 DELAWARE AVENUE		
<b>Internal Address:</b>	11TH FLOOR		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2123374	RESUN LEASING INCORPORATED	
<b>Registration Number:</b>	2123379	RESUN	
<b>Registration Number:</b>	2148887	RESUN	
<b>Registration Number:</b>	2165218	RESUN	
<b>Registration Number:</b>	2123373	RESUN LEASING INCORPORATED	
<b>Registration Number:</b>	2135463	RESUN LEASING INCORPORATED	
<b>Registration Number:</b>	2135462	RESUN	
<b>Registration Number:</b>	2136875	RESUN LEASING INCORPORATED	
<b>Registration Number:</b>	2638672	BRINGING SPACE TO YOU	
<b>Registration Number:</b>	2588020	BRINGING SPACE TO YOU	
<b>Registration Number:</b>	3241262	MEDBUILD	
<b>Registration Number:</b>	3496987	MEDBUILD SPACE SOLUTIONS	
<b>Registration Number:</b>	3415973	EXBUILD	
<b>Registration Number:</b>	3332179	EXBUILD	
<b>Registration Number:</b>	3407052	EXBUILD	
<b>Registration Number:</b>	3391878	RESUN SPACE SOLUTIONS	
<b>Registration Number:</b>	3279691	RESUN SPACE SOLUTIONS	
<b>Registration Number:</b>	3279696	RESUN SPACE SOLUTIONS	
<b>TRADEMARK</b>			

CH \$865.00 2123374

Property Type	Number	Word Mark
Registration Number:	3151456	MODSPACE.COM
Registration Number:	3133642	MODSPACE
Registration Number:	1123065	MODULAIRE
Registration Number:	3826100	MODSAFE
Registration Number:	4372888	HQ
Registration Number:	4392655	HQ
Registration Number:	4365074	HQ
Registration Number:	4324655	MODSAFE
Registration Number:	4305493	MODSAFE
Registration Number:	4292584	MODSAFE
Registration Number:	3855594	MEDBUILD SPACE SOLUTIONS
Serial Number:	85132207	HQ
Serial Number:	77717250	MODSAFE
Serial Number:	77717480	MODSAFE
Serial Number:	77717537	MODSAFE
Serial Number:	77717573	MODSAFE

**CORRESPONDENCE DATA**

Fax Number: 2126983599

*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.*

Phone: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: 1095 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 394792-146175

**NAME OF SUBMITTER:** Angelina Liang

**SIGNATURE:** /Angelina Liang/

**DATE SIGNED:** 11/04/2016

**Total Attachments: 9**

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ASSIGNMENT OF  
SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment"), dated as of November 3, 2016, is made by and between Wells Fargo Bank, N.A., in its capacities as Trustee and Collateral Agent under the Indenture and, as applicable, the Security Documents and other Senior Secured Note Documents ("Assignor") and Wilmington Savings Fund Society, FSB, as successor Trustee and Collateral Agent ("Assignee") pursuant to the RAA Agreement.

W I T N E S S E T H :

WHEREAS, Modular Space Corporation (the "Company") and Resun Modspace, Inc. (together with the Company, the "Borrowers"), together with other borrowers party thereto and Assignor, previously entered into that certain Second Lien Security Agreement, dated as of February 25, 2014 (the "Security Agreement"), whereby the Borrowers granted to Assignor a Lien on substantially all of their respective assets;

WHEREAS, pursuant to the Security Agreement, Borrowers, as grantors, and Assignor, previously entered into that certain Trademark Security Agreement, dated as of February 25, 2014 (the "Trademark Security Agreement") and recorded in the United States Patent and Trademark Office ("USPTO") at Reel 5226/Frame 0114, wherein Borrowers granted to Assignor, for the benefit of the Secured Parties, a security interest in, lien upon and right of set off against (together with the Lien granted under the Security Agreement, the "Security Interest"), the following assets (including the power to transfer rights in the following), in each case, whether now owned or existing or hereafter acquired or arising, and regardless of where located (collectively, the "Trademark Collateral"):

- (a) each Borrower's entire world-wide right, title and interest in and to the United States trademarks and their respective registrations and applications for registration listed in Schedule A attached thereto and by reference made a part hereof (and restated herein at Schedule A attached hereto), as modified from time to time as herein provided, together with the goodwill of the business symbolized by the trademarks;
- (b) all licenses relating thereto; and
- (c) all proceeds thereof;

provided, however, the Trademark Collateral shall not include:

- (i) any right or interest of a Borrower in any contract if, under the terms of such contract or any Requirement of Law with respect thereto, the valid grant of a security interest or other Lien therein to Assignor is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract has not been or is not otherwise obtained or under Requirements of Law such prohibition cannot be waived; provided further that the foregoing exclusion shall in no way be construed (A) to apply if such prohibition is ineffective or unenforceable under the UCC (including

Sections 9-406, 9-407, 9-408 or 9-409) or any other Requirement of Law or (B) so as to limit, impair or otherwise affect Assignor's unconditional security interest in and Lien upon any rights or interests of the Borrowers in or to monies due or to become due under any such contract (including any Accounts); or

- (ii) any "intent-to-use" United States of America based trademark or service mark application until such time that a statement of use has been filed with the USPTO for such application, unless the grant of a security interest therein would not render such "intent-to-use" based trademark or service mark application invalid or subject to cancellation (collectively, the "Exceptions").

WHEREAS, pursuant to that certain Agreement of Resignation, Appointment and Acceptance, dated as of November 3, 2016, by and among the Company, Assignor and Assignee (the "RAA Agreement"), (i) Assignor has resigned as Trustee and Collateral Agent under the Security Agreement and (ii) Modular Space Corporation has appointed Assignee as successor Trustee and Collateral Agent, whereby Assignee has become vested with all the rights, powers and duties of Assignor under the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein, Assignor and Assignee hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the RAA Agreement, Security Agreement or the Trademark Security Agreement, as applicable.

SECTION 2. Assignment of the Security Interest. Assignor hereby assigns, transfers, delivers and confirms to Assignee all right, title and interest of Assignor in and to the Security Interest in the Trademark Collateral.

SECTION 3. Purpose. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment and transfer of all its rights, obligations and remedies as the Collateral Agent, including but not limited to the assignment and transfer of Assignor's Security Interest, with the USPTO and any other United States or foreign entity that requires or allows the (i) recordation of the grant of Security Interest or (ii) assignment and transfer of such Security Interest.

SECTION 4. Acknowledgment.

(a) Assignor, Assignee and Borrowers do hereby acknowledge and affirm that the Security Interest and the rights and remedies of Assignor with respect to such Security Interest in the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(b) Without limiting the generality of the definition of Trademark Collateral or Exceptions as set forth in the recitals hereto, Borrowers do hereby further acknowledge and affirm that the Trademark Collateral also has included and does include, for greater certainty, (a) each Borrower's entire world-wide right, title and interest in and to the trademarks and their

respective registrations and applications for registration which may issue or be filed during the duration of the Trademark Security Agreement, together with the goodwill of the business symbolized by the trademarks, (b) all licenses then or thereafter relating thereto or to the registrations and applications for registration listed in Schedule A of the Trademark Security Agreement; and (c) all proceeds thereof.

SECTION 5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPALS THEREOF.

SECTION 6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages for all purposes.

[Remainder of page intentionally left blank]

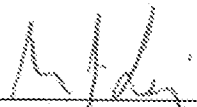
IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered on the date mentioned above.

**WELLS FARGO BANK, N.A.,**  
as Resigning Collateral Agent

By: Raymond Delli Colli  
Name:  
Title: **Raymond Delli Colli**  
**Vice President**


Accepted and agreed to as of the date  
first written above:

Wilmington Savings Fund Society, FSB,  
as Successor Collateral Agent


By:   
Name: Geoffrey J. Lewis  
Title: Vice President

Accepted and agreed to as of the date  
first written above:

MODULAR SPACE CORPORATION

By:   
Name: James Sheets  
Title: Secretary

RESUN MODSPACE, INC.

By:   
Name: James Sheets  
Title: Secretary



## TRADEMARKS

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**Listing of United States Trademark Registrations and Applications****UNITED STATES TRADEMARKS:**

Registrations:

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	Resun Leasing Incorporated and design	2,123,374	11/01/1996	12/23/1997
Modular Space Corporation	Resun	2,123,379	11/01/1996	12/23/1997
Modular Space Corporation	Resun and design	2,148,887	11/01/1996	04/07/1998
Modular Space Corporation	Resun and design	2,165,218	11/01/1996	06/16/1998
Modular Space Corporation	Resun Leasing Incorporated	2,123,373	11/01/1996	12/23/1997
Modular Space Corporation	Resun Leasing Incorporated	2,135,463	11/01/1996	02/10/1998
Modular Space Corporation	Resun	2,135,462	11/01/1996	02/10/1998
Modular Space Corporation	Resun Leasing Incorporated and design	2,136,875	11/01/1996	02/17/1998
Modular Space Corporation	Bringing Space To You	2,638,672	04/06/2001	10/22/2002
Modular Space Corporation	Bringing Space To You	2,588,020	04/06/2001	07/02/2002
Modular Space Corporation	Medbuild	3,241,262	07/22/04	05/15/2007

Schedule A to Assignment of Security Interest in Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	Medbuild Space Solutions and design	3,496,987	10/21/2004	09/02/2008
Modular Space Corporation	Exbuild	3,415,973	03/06/2006	04/22/2008
Modular Space Corporation	Exbuild	3,332,179	03/06/2006	11/06/2007
Modular Space Corporation	Exbuild	3,407,052	03/06/2006	04/01/2008
Modular Space Corporation	Resun Space Solutions and design	3,391,878	04/11/2006	03/04/2008
Modular Space Corporation	Resun space solutions and design	3,279,691	04/07/2006	08/14/2007
Modular Space Corporation	Resun space solutions and design	3,279,696	04/11/2006	08/14/2007
Resun ModSpace, Inc.	Modspace.com	3,151,456	02/27/2002	10/03/2006
Resun ModSpace, Inc.	Modspace	3,133,642	02/27/2002	08/22/2006
Resun ModSpace, Inc.	Modulaire	1,123,065	08/28/1978	07/24/1979
Modular Space Corporation	ModSafe	3,826,100	04/20/2009	07/27/2010
Modular Space Corporation	HQ	4,372,888	09/17/2010	07/23/2013
Modular Space Corporation	HQ	4,392,655	09/17/2010	08/27/2013
Modular Space Corporation	HQ	4,365,074	09/17/2010	07/09/2013

Schedule A to Assignment of Security Interest in Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	ModSafe and Design	4,324,655	04/20/2009	04/23/2013
Modular Space Corporation	ModSafe and Design	4,305,493	04/20/2009	03/19/2013
Modular Space Corporation	ModSafe	4,292,584	04/20/2009	02/19/2013
Modular Space Corporation	Medbuild Space Solutions and design	3,855,594	08/05/2009	10/05/2010

Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Modular Space Corporation	HQ	85/132,207	09/17/2010	n/a
Modular Space Corporation	ModSafe and Design	77/717,250	04/20/2009	n/a
Modular Space Corporation	ModSafe and Design	77/717,480	04/20/2009	n/a
Modular Space Corporation	ModSafe	77/717,537	04/20/2009	n/a
Modular Space Corporation	ModSafe	77/717,573	04/20/2009	n/a