

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement - Notes		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Scotsman Inc.		11/29/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Agent		
Street Address:	60 Wall Street		
City:			
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3962140	GOSPACE BY WILLIAMS SCOTSMAN	
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	
Registration Number:	5073900	360° SERVICE	
Registration Number:	4566358	TECHSUITE BY WILLIAMS SCOTSMAN	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 3962140

ATTORNEY DOCKET NUMBER:	042525-0134
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	11/30/2017

Total Attachments: 7

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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 November 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Deutsche Bank Trust Company Americas, as Collateral Agent (together with its successors in such capacities, the “**Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Williams Scotsman Holdings Corp., a Delaware corporation, and certain of its Subsidiaries (including the Grantors) have entered into an Indenture dated as of November 29, 2017 (said Indenture, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Indenture**”) with Deutsche Bank Trust Company Americas, as Agent on behalf of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors have entered into a Security and Pledge Agreement dated as of November 29, 2017 (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 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 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 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 or 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 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 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 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 government officer, as applicable, record this IP Security Agreement.

3. TERMINATION

Upon a defeasance (as defined in the Indenture) or Discharge of the Indenture in accordance with the terms and conditions thereof, 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 IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), each of which shall constitute an original, but all of which when taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this IP Security Agreement by

facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

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 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 AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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PATENTS, TRADEMARKS AND COPYRIGHTS

PATENTS

Country	Owner	Title	Summary Description	Filing Number/ Issuance Number	Grant Date	Status	Annuitv Due
US	Williams Scotsman Inc	Wall Panel Connecting System for Modular Building Units (prev. CONNECTING KEY SYSTEM FOR MODULAR BUILDING UNITS)	Method for connecting 50mm to 10mm panels to columns on the same unit with one component rather than two	Patent No.9,493,945 prev. 14,802,011 & 62/026,268	11/15/2016	Granted	5/15/2020
US	Williams Scotsman Inc	Interlocking Wall Panels for Modular Building Units (prev. WALL PANEL ASSEMBLY FOR MODULAR BUILDING UNITS)	Panel design capable of connecting to module with no bottom or top brackets	Patent No. 9,631,365 prev. 14/802,073; & 62/026,256	4/25/2017	Granted	10/25/2020
US	Williams Scotsman Inc	Interlocking Door Frame and Wall Panels for Modular Building Units (Prev. MONOBLOC DOOR FRAME FOR MODULAR BUILDING UNITS)	Concept of having a steel frame compatible with standard door and compatible with standard panels to be fitted the same way as a standard panel on a module. No need to cut a panel to fit a standard door frame.	Patent No. 9,624,712 prev. 14/802,093 & 62/026,294	4/18/2017	Granted	10/18/2020
US	Williams Scotsman Inc	WELDED ROOF FOR MODULAR BUILDING UNITS	Roof design capable of connecting to module with no bottom or top brackets	Patent No. 9,347,222 prev. 14/801,989; & 62/026,249	5/24/2016	Granted	11/24/2019
US	Williams Scotsman Inc	Floor Assembly for Modular Building Units (Prev. FLOOR SUBSHEET FOR MODULAR BUILDING UNITS)	Concept of having not to turn the floor frame upside down and having a steel sheet that can be fitted without welding or using a tooling (no rivet, no screw, no welding)	Patent No. 9,556,612 prev. 14/802,112, & 62/026,287	1/31/2017	Granted	7/31/2020
US	Williams Scotsman Inc	FLEX DESIGN	Overall Design of Module	Patent No. 29/512,187 Prev. 29/512187	11/15/2016	Granted	

TRADEMARKS

Owner	Country	Application No.	Registration No.	Description:	Status
Williams Scotsman, Inc.	US		3160920	CCC SPACE BY WILLIAMS SCOTSMAN CONTRACTOR COMMAND CENTER (and design)	Canceled
Williams Scotsman, Inc.	US		3962140	GOSPACE BY WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		3308751	REDI-PANEL SYSTEMS	Canceled
Williams Scotsman, Inc.	US		3011375	REDI-PLEX BUILDINGS	Canceled
Williams Scotsman, Inc.	US		3049586	REDI-SPACE SOLUTIONS	Canceled
Williams Scotsman, Inc.	US		4052253	REMOD	Registered
Williams Scotsman, Inc.	US		4066285	REMOD (stylized and design)	Registered
Williams Scotsman, Inc.	US		2454889	WILLIAMS SCOTSMAN	Registered
Williams Scotsman, Inc.	US		2446049	WILLIAMS SCOTSMAN	Registered
Williams Scotsman, Inc.	US		1766208	WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		2446074	WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		2475259	WILLIAMS SCOTSMAN (and design)	Registered
Williams Scotsman, Inc.	US		3053816	REDI-ACCESS SYSTEMS	Canceled
Williams Scotsman, Inc.	US	85740034		MODUFLEX BY WILLIAMS SCOTSMAN (stylized and design)	Abandoned
Williams Scotsman, Inc.	US	85745443		STAYOVER	Abandoned
Williams Scotsman, Inc.	US	86388277		AS FLEX	Allowed
Williams Scotsman, Inc.	US		5073900	360° Service	Registered
Williams Scotsman, Inc.	US	86816106		360° SERVICE and design	Allowed
Williams Scotsman, Inc.	US		4566358	TECHSUITE BY WILLIAMS SCOTSMAN (STYLIZED DESIGN)	Registered

COPYRIGHTS

Owner	Country	Copyright Title	Registration Number	Publication Date
Williams Scotsman, Inc.	United States	Approved Plans Manual: V.1	TX3108738	5/15/1991
	United States	Approved Plans Manual: V.2	TX3I 10559	5/15/1991
	United States	Approved Plans Manual: V.3	TX3I 10560	5/15/1991
	United States	Approved Plans Manual: V.4	TX3107295	5/15/1991
	United States	Approved Plans Manual: V.5	TX3107300	5/15/1991
	United States	Options-V.1, No. 1, Spring 1989	TX2561316	4/1/1989
	United States	Options-V.1, No. 2, Summer 1989	TX2660344	7/1/1989
	United States	Options-V.1, No. 3, Fall 1989	TX2770109	7/1/1989
	United States	Options-V.1, No. 4, Winter 1990	TX2807020	3/12/1990
	United States	Options-Vol.2, No. 1, Spring 1990	TX2831881	5/17/1990
	United States	Order, maintenance and billing application	TXu1190880	N/A ^[1]
	United States	Sales information system (SIS) computer program	TXu1155620	N/A ^[2]

Footnotes:

[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.