

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modular Space, LLC		07/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85132247	HQ	
Serial Number:	85132291	HQ	
Serial Number:	85132305	HQ	
Serial Number:	78454983	MEDBUILD	
Serial Number:	77797617	MEDBUILD SPACE SOLUTIONS	
Serial Number:	77717516	MODSAFE	
Serial Number:	86869449	MODSPACE	
Serial Number:	86869416	THE HUB	
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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0212		
NAME OF SUBMITTER:	Jessica Bajada-Silva		

OP \$215.00 85132247

SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	07/01/2020
Total Attachments: 13 source=Project Crossfit - IP Security Agreement (ABL)#page1.tif source=Project Crossfit - IP Security Agreement (ABL)#page2.tif source=Project Crossfit - IP Security Agreement (ABL)#page3.tif source=Project Crossfit - IP Security Agreement (ABL)#page4.tif source=Project Crossfit - IP Security Agreement (ABL)#page5.tif source=Project Crossfit - IP Security Agreement (ABL)#page6.tif source=Project Crossfit - IP Security Agreement (ABL)#page7.tif source=Project Crossfit - IP Security Agreement (ABL)#page8.tif source=Project Crossfit - IP Security Agreement (ABL)#page9.tif source=Project Crossfit - IP Security Agreement (ABL)#page10.tif source=Project Crossfit - IP Security Agreement (ABL)#page11.tif source=Project Crossfit - IP Security Agreement (ABL)#page12.tif source=Project Crossfit - IP Security Agreement (ABL)#page13.tif	

Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the “**IP Security Agreement**”) dated as of July 1, 2020, 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 and Collateral Agent (together with its successors in such capacities, the “**Agent**”) for the Secured Parties (each as defined in the Credit Agreement referred to below).

WHEREAS, Williams Scotsman Holdings Corp., a Delaware corporation, and certain of its Subsidiaries (including the Grantors) have entered into an ABL Credit Agreement dated as of July 1, 2020 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with Bank of America, N.A., as Agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Grantors entered into a Security and Pledge Agreement dated as of July 1, 2020 (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 to execute this IP Security Agreement covering certain registered, issued or applied for intellectual property for recording the security interest granted thereunder with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any other applicable governmental authorities necessary to perfect the security interest thereunder in such intellectual property, as applicable.

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 grants to the Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in and to all of the following property of such Grantor, wherever located and whether now existing or hereafter arising or acquired (collectively, the “**Collateral**”):

- 1.1 all United States and Canadian patents, patent applications, certificates of inventions and industrial designs set forth in Schedule A hereto, together with all reissues, divisionals, continuations, continuations-in-part, extensions and re-examinations thereof, and all inventions both described and claimed therein (the “**Patents**”);
- 1.2 all United States and Canadian registrations and applications for trademarks, service marks, certification marks, collective marks, trade dress, slogans, logos and other source identifiers, and all other marks registered in the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office or in any office or agency of any State or Territory of the United States or Canada and set forth in Schedule B hereto (but excluding any intent-to-use application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Section 1(c) or (d) of the Lanham Act, solely to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), all reissues, extensions and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby (the “**Trademarks**”);

- 1.3 all United States and Canadian registered and applied for copyrights, copyright applications and copyright registrations set forth in Schedule C hereto, and any renewals or extensions thereof, (the “**Copyrights**”);
- 1.4 the right, but not the obligation, to sue or otherwise recover for any past, present or future infringement, misappropriation, dilution or other violation of any of the foregoing, and all payments, damages, and claims for damages with respect thereto;
- 1.5 all rights provided by international treaties or conventions with respect to any of the foregoing, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto throughout the world;
- 1.6 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or violation 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
- 1.7 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) relating to, any and all of the foregoing.
- 1.8 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, the Canadian Intellectual Property Office or any other government officer, as applicable, record this IP Security Agreement.

3. 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.

4. 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.

5. 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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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.

A ROYAL WOLF PORTABLE STORAGE, INC.

MOBILE MINI, INC.

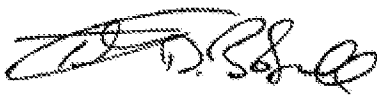
MOBILE MINI TANK AND PUMP SOLUTIONS, INC.

MOBILE STORAGE GROUP, INC.

MODULAR SPACE, LLC

RESUN MODSPACE, LLC (F/K/A RESUN MODSPACE, INC.)

WILLIAMS SCOTSMAN, INC.

By: 

Name: Timothy Boswell
Title: ABL Authorized Officer

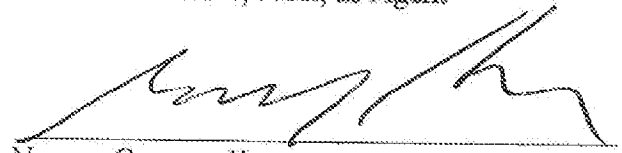
Address: 4646 E. Van Buren Street,
Suite 460,
Phoenix, AZ 85008

Attention: Timothy Boswell, Chief Financial Officer
Email: timothy.boswell@willscot.com
Phone: (410) 931 6000
Fax: (410) 933-5940

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Agent

By:



Name: Gregory Kress

Title: Senior Vice President

[SIGNATURE PAGE TO ABL IP SECURITY AGREEMENT]

SCHEDULE A

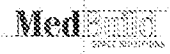

Patents





Country	Title	Application # / Patent #	Owner
US	Wall Panel Connecting System for Modular Building Units (prev. Connecting Key System for Modular Building Units)	App. No. 14/802,011 Patent No. 9,493,945	Williams Scotsman, Inc. ("WSI")
US	Interlocking Wall Panels for Modular Building Units (prev. Wall Panel Assembly for Modular Building Units)	App. No. 14/802,073 Patent No. 9,631,365	WSI
US	Interlocking Door Frame and Wall Panels for Modular Building Units (Prev. Monobloc Door Frame for Modular Building Units)	App. No. 14/802,093 Patent No. 9,624,712	WSI
US	Welded Roof for Modular Building Units	App. No. 14/801,989 Patent No. 9,347,222	WSI
US	Floor Assembly for Modular Building Units (Prev. Floor Subsheet for Modular Building Units)	App. No. 14/802,112 Patent No. 9,556,612	WSI
US	Modular Building Unit	App. No. 29/512,187 Patent No. D771,835	WSI
Canada	Welded Roof For Modular Building Units	App. No. 2,954,809	WSI
Canada	Interlocking Wall Panels For Modular Building Units	App. No. 2,954,811	WSI
Canada	Wall Panel Connecting System For Modular Building Units	App. No. 2,954,845	WSI
Canada	Floor Assembly For Modular Building Units	App. No. 2,954,844	WSI
Canada	Interlocking Door Frame And Wall Panels For Modular Building Units	App. No. 2,954,846	WSI
US	DUAL LOCK LOCKING SYSTEM FOR CONTAINERS	App. No. 14602608	Mobile Mini, Inc.
US	DUAL LOCK LOCKING SYSTEM FOR CONTAINERS	App. No. 13159246 Patent No. 8960731	Mobile Mini, Inc.
US	Dual lock locking system for containers	App. No. 11417724 Patent No. 7997630	Mobile Mini, Inc.
US	Internal component lock	App. No. 0987472 Patent No. 6637243	Mobile Mini, Inc.
US	Locking system for containers	App. No. 09867182 Patent No. 6508087	Mobile Mini, Inc.
US	Padlock protector	App. No. 09664322 Patent No. 6367292	Mobile Mini, Inc.
US	Premium door locking system	App. No. 09955341 Patent No. 6592155	Mobile Mini, Inc.



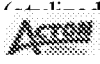



Country	Title	Application # / Patent #	Owner
US	Premium door locking system	App. No. 10619867 Patent No. 6935660	Mobile Mini, Inc.




SCHEDULE B

Canadian & US Trademarks






Country	Registration #	Application #	Description	Status	Owner
US	4,372,888	85/132,247	HQ	Registered	Modular Space, LLC
US	4,392,655	85/132,291	HQ	Registered	Modular Space, LLC
US	4,365,074	85/132,305	HQ	Registered	Modular Space, LLC
Canada	TMA648,102	1,235,847	MEDBUILD	Registered	Modular Space Corp.
US	3,241,262	78/454,983	MEDBUILD	Registered	Modular Space, LLC
Canada	TMA753,446	1,262,682	MEDBUILD SPACE SOLUTIONS and Design 	Registered	Modular Space Corp.
US	3,855,594	77/797,617	MEDBUILD SPACE SOLUTIONS and Design 	Registered	Modular Space, LLC
Canada	TMA849,830	1,436,546	MODSAFE	Registered	Modular Space Corp.
US	3,826,100	77/717,516	MODSAFE	Registered	Modular Space, LLC
Canada	TMA849,831	1,436,547	MODSAFE and Design 	Registered	Modular Space Corp.
US	3,133,642	78/111,371	MODSPACE	Registered	Resun Modspace, Inc.

Country	Registration #	Application #	Description	Status	Owner
US	5,177,564	86/869,449	MODSPACE	Registered	Modular Space, LLC
US	3,151,456	78/111,363	MODSPACE.COM	Registered	Resun Modspace, Inc.
US	5,323,143	87/339,467	MODSPACE.COM	Registered	Resun Modspace, Inc.
Canada	TMA662,289	1,235,846	RESUN	Registered	Modular Space Corp.
US	5,177,563	86/869,416	THE HUB	Registered	Modular Space, LLC
US	2454889	75872075	WILLIAMS SCOTSMAN	Registered	WSI
US	2446049	75872061	WILLIAMS SCOTSMAN	Registered	WSI
US	1766208	74303345	WILLIAMS SCOTSMAN (and design) 	Registered	WSI
US	2446074	75879612	WILLIAMS SCOTSMAN (and design) 	Registered	WSI
US	2475259	75879521	WILLIAMS SCOTSMAN (and design) 	Registered	WSI
US	4566358	85887430	TECHSUITE BY WILLIAMS SCOTSMAN (STYLIZED DESIGN) 	Registered	WSI

Country	Registration #	Application #	Description	Status	Owner
Canada	TMA836602	1415320	Algeco Scotsman	Registered- To be Abandoned	WSI
Canada	TMA528256	876233	Williams Scotsman design 	Registered	WSI
Canada	TMA932775	1621090	WILLSCOT	Registered	WSI
US	4,484,183	85952403	A Acton (and Design) 	Registered	WSI
US	3,049,179	78443102	Acton Mobile Industries	Registered	WSI
US	3,023,316	78443187	Acton Mobile Industries 	Registered	WSI
US	5,021,069	86843945	A Acton Mobile (and Design) 	Registered	WSI
US		88164334	WILLSCOT	Pending ITU	WSI
Canada		1883188	MM CONNECT	Application	Mobile Mini, Inc.
Canada	TMA395588	665905	MOBILE MINI design <i>mobile mini</i>	Registered	Mobile Mini, Inc.
Canada	TMA395184	665904	MOBILE MINI STORAGE SYSTEMS DESIGN 	Registered	Mobile Mini, Inc.
US	2,481,726	75890274	TUNNEL-TAINER	Registered	Mobile Storage Group, Inc.
US	2,859,929	78145708	E-Z WAY	Registered	Mobile Storage Group, Inc.
US	3,243,577	78534497	THE MOBILE STORAGE GROUP	Registered	Mobile Storage Group, Inc.
US	4,414,684	85868277	MS Logo (color mark) 	Registered	Mobile Storage Group, Inc.
US	1,538,909	73718505	MOBILE MINI (stylized) <i>mobile mini</i>	Registered	Mobile Mini, Inc.

Country	Registration #	Application #	Description	Status	Owner
US	1,538,910	73718516	MOBILE MINI STORAGE SYSTEMS (and design) 	Registered	Mobile Mini, Inc.
US	2,777,165	76149989	TRI-CAM LOCKING SYSTEM	Registered	Mobile Mini, Inc.
US	2,798,276	76149987	PREMIUM TRI-CAM LOCKING SYSTEM	Registered	Mobile Mini, Inc.
US	2,687,183	76167806	CONTAINERGUARD	Registered	Mobile Mini, Inc.
US	3,601,092	77368602	THE STORAGE AND OFFICE SOLUTIONS SPECIALISTS	Registered	Mobile Mini, Inc.
US	3,747,328	77368637	MOBILE MINI	Registered	Mobile Mini, Inc.
Canada		1883188	MM CONNECT	Pending	Mobile Mini, Inc.
US		87/567,241	MM CONNECT	Pending ITU	Mobile Mini, Inc.
US		87/362,234	MM	Allowed ITU	Mobile Mini, Inc.
US	5737476	87/806,465	Stylized "S" 	Registered	Mobile Mini, Inc.
US	2,717,946	76278604	ROYAL WOLF	Registered	A Royal Wolf Portable Storage, Inc.
US	2,682,925	76339746	Wolf Design 	Registered	A Royal Wolf Portable Storage, Inc.
US	4,587,725	86123022	WATER MOVERS & Design 	Registered	Mobile Mini Tank and Pump Solutions, Inc.
US	4,583,367	86123006	WATER MOVERS	Registered	Mobile Storage Group, Inc.
US		88403545	MOBILE MINI TANK + PUMP SOLUTIONS	Pending	Mobile Storage Group, Inc.

UK Trademarks

Country	Registration #/ Application #	Class #	Description	Date of Registration/ Application	Owner
UK	2353088	06, 19, 37, 39, 43, 44	"Ravenstock MSG"	9 January 2004	Mobile Mini UK Limited
UK	2353085	06, 19, 37, 39, 43, 44	Ravenstock MSG flying box logo  Ravenstock MSG Ltd  Ravenstock MSG Ltd	9 January 2004	Mobile Mini UK Limited
UK	2359644	06, 19, 37, 39, 43, 44	Ravenstock (Hire) Limited bird logo  RAVENSTOCK (HIRE) LTD.	29 March 2004	Mobile Mini UK Limited
UK	2400382	06, 19, 37, 39, 43, 44	MS (logo with words The Mobile Storage Group) 	30 August 2005	Mobile Mini UK Limited
UK	2398623	06, 19, 37, 39, 43, 44	MS "The Mobile Storage Group" (words with device) 	4 August 2005	Mobile Mini UK Limited

SCHEDULE C

US Copyrights

Registration #	Registration Date	Work Title	Owner*
TX3108738	06/21/1991	Approved plans manual V.1	WSI
TX3110559	06/24/1991	Approved plans manual V.2	WSI
TX3110560	06/24/1991	Approved plans manual V.3	WSI
TX3107295	06/21/1991	Approved plans manual V.4	WSI
TX3107300	06/21/1991	Approved plans manual V.5	WSI
TX2561316	05/15/1989	Options—V.1 No. 1, Spring 1989	WSI
TX2660344	10/17/1989	Options—V.1, No. 2 Summer 1989	WSI
TX2770109	03/08/1990	Options—V.1 No. 3, Fall 1989	WSI
TX2807020	05/07/1990	Options—V.1 No. 4, Winter 1990	WSI
TX2831881	06/01/1990	Options—V.2. No. 1, Spring 1990	WSI
TXu1190880	08/19/2004	Order, maintenance and billing application	WSI
TXu1155620	11/10/2003	Sales information system (SIS) computer program	WSI
VA0001214625	08/02/2000	10 foot storage container.	Mobile Mini, Inc.
VA0001214627	08/02/2000	10 foot wide 2 door open storage container.	Mobile Mini, Inc.
VA0001067018	08/02/2000	10 foot wide storage container.	Mobile Mini, Inc.
VA0001186192	02/20/2003	10" x 8" and 5' x 8' locking system storage container.	Mobile Mini, Inc.
VA0001067020	08/02/2000	2 open door secure storage units 8' or 10' wide.	Mobile Mini, Inc.
VA0001186193	02/20/2003	20" x 8" locking system storage container with logo.	Mobile Mini, Inc.
VA0001091623	10/11/2000	8'x 10' job office.	Mobile Mini, Inc.
VA0001091625	10/11/2000	8'x 20' combo job office.	Mobile Mini, Inc.
VA0001091624	10/11/2000	8'x 40' job office.	Mobile Mini, Inc.
VA0001186194	2/20/2003	Custom storage unit with two doors.	Mobile Mini, Inc.
VA0001186191	02/20/2003	Disorganized files.	Mobile Mini, Inc.
VA0001067017	08/02/2000	Mobile office, 8' x 20'.	Mobile Mini, Inc.
VA0001186195	02/20/2003	Mobile office--new fleet derivation.	Mobile Mini, Inc.

VA0001233684	08/02/2000	On site 10 foot storage container with open door and man moving boxes.	Mobile Mini, Inc.
VA0001067019	08/02/2000	On-the-ground storage container with woman carrying a box, 5'-40' lengths 8' or 10' wide.	Mobile Mini, Inc.
VA0001186190	02/20/2003	Record storage vault.	Mobile Mini, Inc.
VA0001067014	08/02/2000	Record storage vault drawing, 10' x 23' vault.	Mobile Mini, Inc.
VA0001067015	08/02/2000	Record storage vaults 8' or 10' wide, 10' to 4' lengths.	Mobile Mini, Inc.
VA0001067016	08/02/2000	Record vault with man moving boxes, 10' x 23'.	Mobile Mini, Inc.
VA0001233685	08/02/2000	Step Trailer 8' x 40'	Mobile Mini, Inc.
VA0001214626	08/02/2000	Storage container with drawing of man 8 or 10 foot wide	Mobile Mini, Inc.