

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AT R/F 6273/0166		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A, AS AGENT		07/01/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Onsite Space, LLC		
Street Address:	2301 South Holt Road		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46241		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85737468	TYSON ONSITE	
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:	IATHAM & WATKINS LLP C/O JESSICA BAJADA-		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/21/2020		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (ABL)

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Release**”) dated as of July 1, 2020, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (the “**Agent**”) in favor of New Action Mobile Industries LLC, a Delaware limited liability company, and Onsite Space LLC, an Indiana limited liability company (each a “**Grantor**,” and collectively, the “**Grantors**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the IP Security Agreement (as defined below).

WHEREAS, Williams Scotsman Holdings Corp. and certain of its Subsidiaries (including the Grantors) entered into an ABL Credit Agreement dated as of November 29, 2017 (as may have otherwise been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Agent;

WHEREAS, pursuant to the Credit Agreement, Grantors entered into a Security and Pledge Agreement, dated as of November 29, 2017 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and pursuant to the Security Agreement, the Grantors executed and delivered an Intellectual Property Security Agreement, dated as of February 15, 2018, in favor of the Agent (the “**IP Security Agreement**”);

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, each Grantor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest (the “**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 then existing or thereafter arising or acquired from time to time, but excluding any Excluded Assets (the “**IP Collateral**”): (a) all patents, patent applications, and certificates of inventions and 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**”); (b) all 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, the Canadian Intellectual Property Office or in any office or agency of any State or Territory of the United States or any foreign county (but excluding any 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**”); (c) 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 or in Canada 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**”); (d) 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 (e) to the extent not covered above, 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;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on February 16, 2018 at Reel/Frame 6273/0166 (with respect to the Trademark of Onsite Space LLC), and at Reel/Frame 6275/0139 (with respect to the Trademarks of New Action Mobile Industries LLC); and

WHEREAS, the Grantors have requested that the Agent now terminate and release its Security Interest in the IP Collateral;


NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Agent hereby terminates the IP Security Agreement, and terminates and releases its Security Interest in the IP Collateral, without recourse to, or representation or warranty by, the Agent.

Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the IP Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent

By: 

Name: Gregory Kress

Title: SENIOR VICE PRESIDENT




SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

1. The A Acton (and Design)  service mark owned by New Acton Mobile Industries LLC under Reg. No. 4,484,183, registered February 18, 2014.
2. The following trademarks owned by New Acton Mobile Industries LLC:
 - a. Acton Mobile Industries, Reg. No. 3,049,179, registered January 24, 2006;
 - b. Acton Mobile Industries (stylized) , Reg. No. 3,023,316, registered December 6, 2005; and
 - c. A Acton Mobile (and Design), Reg. No. 5,021,069 , registered August 16, 2016.
- 3.

Trademark	Jurisdiction	Reg. No.	Reg. Date	Owner
TYSON ONSITE	USA	4389580	20-Aug-2013	ONSITE SPACE LLC

SCHEDULE C

Copyrights

None.