

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Scotsman, Inc.		06/30/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6725160	WILLSCOT	
Registration Number:	4965417	MCDONALD MODULAR SOLUTIONS	
Registration Number:	4294427	FLEX PLEX	
Registration Number:	4270873	FLEX PLEX	
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 JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	042525-0212		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	06/30/2022		
Total Attachments: 7			
source=NYO1-#2003990491-v1 WillScot 2022 - IP Security Agreement (ABL) (6.30.22)#page1.tif			

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the “**IP Security Agreement**”) dated as of June 30, 2022, 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.

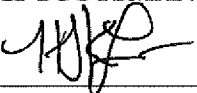
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MOBILE MINI TANK AND PUMP SOLUTIONS, INC.

MOBILE MINI, INC.

WILLIAMS SCOTSMAN, INC.

By:  _____

Name: Hezron T. Lopez

Title: Authorized Officer

Address: 4646 E. Van Buren Street

Suite 460

Phoenix, AZ 85008

Email Address: timothy.boswell@willscot.com

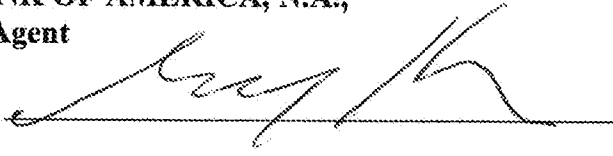
[Signature page to IP Security Agreement (ABL)]

TRADEMARK
REEL: 007767 FRAME: 0419

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Agent

By: _____

A handwritten signature in black ink, appearing to read 'Gregory Kress', is written over a horizontal line. The signature is stylized and cursive.

Name: Gregory Kress
Title: Senior Vice President

[Signature page to IP Security Agreement (ABL)]

TRADEMARK
REEL: 007767 FRAME: 0420


SCHEDULE A

PATENTS

Country	Title	Application # / Patent #	Owner
US	DUAL LOCK LOCKING SYSTEM FOR CONTAINERS	App. No. 16/999896	Mobile Mini, Inc.

SCHEDULE B

TRADEMARKS

Country	Registration #	Application #	Description	Status	Owner
US	N/A	97/334075	EVERGREEN TANK SOLUTIONS	Pending	Mobile Mini Tank and Pump Solutions, Inc.
US	6,091,299	87/362234	MM	Registered	Mobile Mini, Inc.
US	6,119,331	87/567241	MM CONNECT	Registered	Mobile Mini, Inc.
US	6,725,160	88/164334	WILLSCOT	Registered	Williams Scotsman, Inc.
US	4,965,417	86/401,908	McDonald Modular Solutions, Inc. 	Registered	Williams Scotsman, Inc. ¹
US	4,294,427	85/492,538	Flex Plex	Registered	Williams Scotsman, Inc. ²
US	4,270,873	85/497,199	Flex Plex	Registered	Williams Scotsman, Inc. ³

¹ Pending assignment from 4D Building, Inc. to Williams Scotsman, Inc. with the USPTO.

² Pending assignment from 4D Building, Inc. to Williams Scotsman, Inc. with the USPTO.

³ Pending assignment from 4D Building, Inc. to Williams Scotsman, Inc. with the USPTO.

SCHEDULE C

COPYRIGHTS

None.