

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | |
|--|------------------------------------|-----------------------|-----------------------|-------------|-------------------------------------|--|------------|-----------------------|--|
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Automatic Apartment Laundries, Inc.</td> <td></td> <td>11/30/2011</td> <td>CORPORATION: MICHIGAN</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | Automatic Apartment Laundries, Inc. | | 11/30/2011 | CORPORATION: MICHIGAN | |
| Name | Formerly | Execution Date | Entity Type | | | | | | |
| Automatic Apartment Laundries, Inc. | | 11/30/2011 | CORPORATION: MICHIGAN | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | |
| Name: | Ares Capital Corporation, as Agent | | | | | | | | |
| Street Address: | 245 Park Avenue, 44th Floor | | | | | | | | |
| City: | New York | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | |
| Postal Code: | 10167 | | | | | | | | |
| Entity Type: | CORPORATION: MARYLAND | | | | | | | | |
| PROPERTY NUMBERS Total: 3 | | | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | |
| Registration Number: | 2332817 | AAL | | | | | | | |
| Registration Number: | 2332818 | AAL | | | | | | | |
| Registration Number: | 2345329 | AAL ON CAMPUS LAUNDRY | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | |
| Fax Number: | (617)951-8736 | | | | | | | | |
| Phone: | 617-951-8132 | | | | | | | | |
| Email: | linda.salera@bingham.com | | | | | | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | | | | | | | |
| Correspondent Name: | Linda A. Salera | | | | | | | | |
| Address Line 1: | 1 Federal Street | | | | | | | | |
| Address Line 2: | c/o Bingham McCutchen LLP | | | | | | | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | | | | | | | |
| NAME OF SUBMITTER: | Linda A. Salera | | | | | | | | |

OP \$90.00 2332817

900208207

TRADEMARK
REEL: 004668 FRAME: 0678

| | |
|---|-------------------|
| Signature: | /Linda A. Salera/ |
| Date: | 11/30/2011 |
| Total Attachments: 6 source=AAL - Trademark Security Agreement#page1.tif source=AAL - Trademark Security Agreement#page2.tif source=AAL - Trademark Security Agreement#page3.tif source=AAL - Trademark Security Agreement#page4.tif source=AAL - Trademark Security Agreement#page5.tif source=AAL - Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2011 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("ARCC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 25, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Wash Multifamily Laundry Systems, LLC, a California limited liability company (the "Borrower"), Web Service Holdings, Inc., a Delaware corporation, the other Credit Parties, the Lenders from time to time party thereto and ARCC, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "Trademark Collateral");

(a) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

Section 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the obligations of the Grantors under this Agreement, (i) the lien and security interest granted to Agent pursuant to this Agreement, (ii) the release of Collateral from the Lien granted and created

hereby and (iii) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

*[Remainder of page intentionally left blank;
signature pages follow]*

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

AUTOMATIC APARTMENT LAUNDRIES, INC.,
a Michigan corporation,
as Grantor

By: 

Name: Adam E. Coffey

Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Title: _____

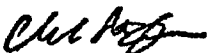
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOMATIC APARTMENT LAUNDRIES, INC.,
a Michigan corporation,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: Mark A. Bolter
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Name of Owner</u> | <u>Trademark</u> | <u>Reg. #</u> | <u>Reg. Date</u> |
|--|-------------------------------------|---------------|------------------|
| Automatic Apartment Laundries, Inc. | AAL | 2332817 | March 21, 2000 |
| Automatic Apartment Laundries, Inc. | AAL and Design | 2332818 | March 21, 2000 |
| Automatic Apartment Laundries, Inc. | AAL On Campus Laundry and Design | 2345329 | April 25, 2000 |

2. TRADEMARK APPLICATIONS

None.