

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wash Multifamily Laundry Systems, LLC		02/21/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4121949	@HOMERENTALS
Registration Number:	4121747	WASH MULTIFAMILY LAUNDRY SYSTEMS
Registration Number:	4104736	@HOMERENTALS
Registration Number:	4003721	WASH MULTIFAMILY LAUNDRY SYSTEMS
Registration Number:	4003722	WASH MULTIFAMILY LAUNDRY SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: 3125774565  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-577-8265  
 Email: kristin.brozovic@kattenlaw.com  
 Correspondent Name: Kristin Brozovic c/o Katten  
 Address Line 1: 525 W Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-567	<b>TRADEMARK</b>
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CH \$140.00 4121949

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/28/2013
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2013 (this "Agreement"), is made by Wash Multifamily Laundry Systems, LLC, a California limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 21, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Wash Multifamily Laundry Systems, LLC, a California limited liability company (the "US Borrower"), 8433143 Canada Limited, a Canadian federal corporation, to be amalgamated with Coinamatic Canada Inc., a corporation governed by the federal laws of Canada (the "Canadian Borrower"; the Canadian Borrower and US Borrower, collectively, the "Borrowers"), the US Borrower, as Borrower Representative, the other Persons party thereto that are from time to time designated as a Credit Party, the Lenders and the L/C Issuers from time to time party thereto, GE Capital, as US Agent for the US Lenders and the US L/C Issuer and for itself as a US Lender and as US L/C Issuer, GE Canada Finance Holding Company, a Nova Scotia unlimited liability company as Canadian Agent for the Canadian Lenders and for itself as a Canadian Lender and Canadian L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has agreed, pursuant to the terms of the Amended and Restated Guaranty and Security Agreement dated February 21, 2013 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, 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. 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 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 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 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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.

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

IN WITNESS WHEREOF, 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.

WASH MULTIFAMILY LAUNDRY SYSTEMS,  
LLC, a California limited liability company, as  
Grantor

By:   
Name: Allan A. Villegas  
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK  
REEL: 004972 FRAME: 0510

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: Mary Beth Dam  
Name: Mary Beth Dam  
Title: Duly Authorized Signatory

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

<u>Name of Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Wash Multifamily Laundry Systems, LLC	@HOMERENTALS	U.S.	4121949	4/3/2012
Wash Multifamily Laundry Systems, LLC	WASH MULTIFAMILY LAUNDRY SYSTEMS	U.S.	4121747	4/3/2012
Wash Multifamily Laundry Systems, LLC	@HOMERENTALS and Design	U.S.	4104736	2/28/2012
Wash Multifamily Laundry Systems, LLC	WASH MULTIFAMILY LAUNDRY SYSTEMS and Design	U.S.	4003721	7/26/2011
Wash Multifamily Laundry Systems, LLC	WASH MULTIFAMILY LAUNDRY SYSTEMS and Design	U.S.	4003722	7/26/2011
Automatic Apartment Laundries, Inc.	WASH MULTIFAMILY LAUNDRY SYSTEMS	State of Wisconsin	20131440021	7/4/2012