

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| Coinmach Corporation | | 05/14/2013 | CORPORATION: DELAWARE |
| Service Directions, Inc. | | 05/14/2013 | CORPORATION: NEW YORK |
| AIR-SERV GROUP, LLC | | 05/14/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------------|
| Name: | Deutsche Bank AG Cayman Islands Branch |
| Street Address: | 60 Wall Street, 2nd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | German Bank: GERMANY |

| | |
|------------------------|-----------------------------------------------------------------|
| Name: | Deutsche Bank AG Cayman Islands Branch, as Administrative Agent |
| Street Address: | 60 Wall Street, 2nd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | German Bank: GERMANY |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 4275205 | XACTAIR |
| Registration Number: | 4275203 | XACTAIR |
| Registration Number: | 4275202 | XACTAIR |
| Registration Number: | 3981376 | COINMACH |
| Registration Number: | 3478205 | ASI |
| Registration Number: | 3503112 | ASI CAMPUS LAUNDRY SOLUTIONS |

OP \$415.00 4275205

| | | |
|----------------------|---------|------------------------------------------|
| Registration Number: | 3785198 | AIR VALET |
| Registration Number: | 3696666 | CYBERSERVE |
| Registration Number: | 3874341 | AIR FOR CHARITY INFLATING TIRES FOR CHAR |
| Registration Number: | 1275952 | AIR-SERV |
| Registration Number: | 1567989 | AIR-TOUCH |
| Registration Number: | 1617202 | AIR-VEND |
| Registration Number: | 4217871 | DON'T IGNORE. FILL ALL FOUR! |
| Registration Number: | 4217525 | DON'T WAIT. INFLATE. |
| Registration Number: | 1422618 | DUO-SERV |
| Registration Number: | 1560677 | VAC-SERV |

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Zafoon Siddiqi, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

| | |
|--------------------|---------------------------------|
| NAME OF SUBMITTER: | Zafoon Siddiqi, Legal Assistant |
| Signature: | /daniel cote thomsonreuters/ |
| Date: | 05/17/2013 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank AG Cayman Islands Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST. As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) a all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the U.S. federal registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

(ii) general intangibles of a like nature,

(iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims,

damages and proceeds of suit, and

(iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1. CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement 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.

SECTION 3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

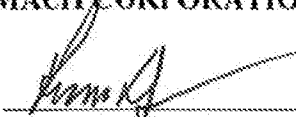
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

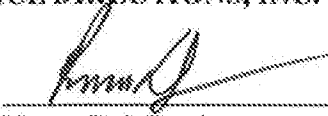
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

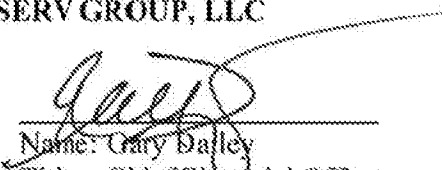
COINMACH CORPORATION

By: 
Name: Bob Doyle
Title: Chief Executive Officer

SERVICE DIRECTIONS, INC.

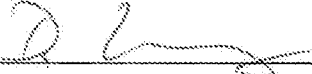
By: 
Name: Bob Doyle
Title: President

AIR-SERV GROUP, LLC

By: 
Name: Gary Dalley
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

DEUTSCHE BANK AG CAYMAN
ISLANDS BRANCH,
as Administrative Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Michael Getz
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Country</u> | <u>Mark</u> | <u>Applica- tion Date</u> | <u>Reg. No. (App. No.)</u> | <u>Reg. Date</u> | <u>Current Owner</u> |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------|---------------------|--------------------------|
| US |  | May 29, 2012 | 4275205 | Jan. 15, 2013 | Coinmach Corporation |
| US |  | May 29, 2012 | 4275203 | Jan. 15, 2013 | Coinmach Corporation |
| US | XACTAIR | May 29, 2012 | 4275202 | Jan. 15, 2013 | Coinmach Corporation |
| US | COINMACH | Nov. 15, 2010 | 3981376 | Jun. 21, 2011 | Coinmach Corporation |
| US |  | May 30, 2006 | 3478205 | Jul. 29, 2008 | Coinmach Corporation |
| US | ASI CAMPUS LAUNDRY SOLUTIONS | May 22, 2006 | 3503112 | Sep. 16, 2008 | Coinmach Corporation |
| US | AIR VALET | Aug. 3, 2007 | 3785198 | May 4, 2010 | Coinmach Corporation |
| US | CYBERSERVE | Jun 3, 2008 | 3696666 | October 13, 2009 | Service Directions, Inc. |
| US | AIR FOR CHARITY INFLATING TIRES FOR CHARITIES and Design  | June 10, 2009 | 3874341 | November 9, 2010 | AIR-serv Group, LLC |

| <u>Country</u> | <u>Mark</u> | <u>Applica- tion Date</u> | <u>Reg. No. (App. No.)</u> | <u>Reg. Date</u> | <u>Current Owner</u> |
|----------------|---------------------------------|-------------------------------|--------------------------------|----------------------|----------------------|
| US | AIR-SERV | January 10, 1983 | 1275952 | May 1, 1984 | AIR-serv Group, LLC |
| US | AIR-TOUCH | March 28, 1989 | 1567989 | November 28, 1989 | AIR-serv Group, LLC |
| US | AIR-VEND | October 9, 1990 | 1617202 | October 9, 1990 | AIR-serv Group, LLC |
| US | DON'T IGNORE. FILL ALL FOUR! | March 2, 2012 | 4217871 | October 2, 2012 | AIR-serv Group, LLC |
| US | DON'T WAIT. INFLATE. | February 24, 2012 | 4217525 | October 2, 2012 | AIR-serv Group, LLC |
| US | DUO-SERV | February 3, 1986 | 1422618 | December 30, 1986 | AIR-serv Group, LLC |
| US | VAC-SERV | February 16, 1989 | 1560677 | October 17, 1989 | AIR-serv Group, LLC |