

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN METER AND APPLIANCE, INC.		08/12/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC		
Street Address:	100 N. Sepulveda Blvd., 12th Floor		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2493398	EZ ACCESS	
CORRESPONDENCE DATA			
Fax Number:	3102030567		
<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:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	JEFFER MANGELS BUTLER & MITCHELL LLP		
Address Line 1:	1900 AVENUE OF THE STARS, 7TH FLOOR		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	70019-0016		
NAME OF SUBMITTER:	Jessica Bromall Sparkman		
SIGNATURE:	/Jessica Bromall Sparkman/		
DATE SIGNED:	08/14/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment") is made as of August 12, 2014, by AMERICAN METER AND APPLIANCE, INC., a Washington corporation (the "Seller") for the benefit of WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC, a California limited liability company (the "Buyer"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Seller is to sell to Buyer, and Buyer is to purchase from Seller, all of Seller's right, title and interest in Seller's assets, properties and business used or held for use in connection with Seller's laundry route business, as more specifically described in the Purchase Agreement, excluding only those assets specifically described in Section 1.1(b) of the Purchase Agreement (all such transferred assets, properties and business being referred to herein as the "Subject Assets") in exchange for the Purchase Price and the assumption by Buyer of the Assumed Liabilities;

WHEREAS, Seller wishes to convey to Buyer all of its right, title and interest in and to those trademarks described on Schedule A attached hereto and incorporated herein by this reference, all applications and registrations pertaining thereto and all common law rights associated therewith, together with any goodwill arising therefrom (collectively, the "Trademarks"); and

WHEREAS, Buyer desires to acquire such right, title and interest in and to the Trademarks (and the goodwill represented thereby) from Seller, all in accordance with and subject to the terms and conditions of the Purchase Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Seller hereby sells, transfers and assigns to Buyer (and its successors and assigns), to the extent transferable or assignable, all of its right, title and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including their right, if any, to license the Trademarks to others, and all rights to sue and collect damages and/or profits for claims of future infringements of the Trademarks.

2. Recordation of Assignment. Seller hereby authorizes and requests the Secretary of State of the State of Washington, the United States Commissioner of Patents and Trademarks, and any other applicable governmental authority in any applicable jurisdiction to record Buyer as the owner of Seller's interests in the Trademarks and to issue to Buyer, in lieu of Seller, in

accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Trademark Assignment shall be governed and construed by and enforced in accordance with the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

4. Amendment; Waiver. This Trademark Assignment shall not be amended or modified except by a written instrument duly executed by each of the parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

5. Counterparts. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

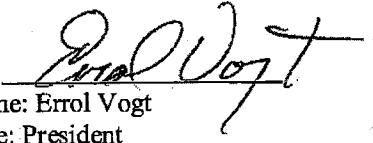
6. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, the parties are executing and delivering this Trademark Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. This Trademark Agreement is subject to and limited by the terms and provisions of the Purchase Agreement, and in the event of any conflict between this Agreement and the Purchase Agreement, the terms, provisions and limitations of the Purchase Agreement shall control. Notwithstanding anything to the contrary contained herein, (a) nothing contained in this Trademark Agreement is intended to provide any rights to either Seller or Buyer beyond those rights expressly provided to Seller and Buyer, as the case may be, in the Purchase Agreement; (b) nothing contained in this Trademark Agreement is intended to impose any obligations or liabilities on either Seller or Buyer beyond those obligations or liabilities expressly provided to Seller and Buyer, as the case may be, in the Purchase Agreement; and (c) nothing contained in this Trademark Agreement is intended to limit any of the rights or remedies available to Seller or Buyer, as the case may be, under the Purchase Agreement.

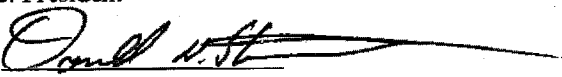
Signature Page to Follow

IN WITNESS WHEREOF, Seller has duly executed this Trademark Assignment on the date first above written.

SELLER:

AMERICAN METER AND APPLIANCE, INC.

By: 
Name: Errol Vogt
Title: President

By: 
Name: Donald Stevens
Title: Secretary/Treasurer

[Signature Page to Trademark Assignment Agreement]

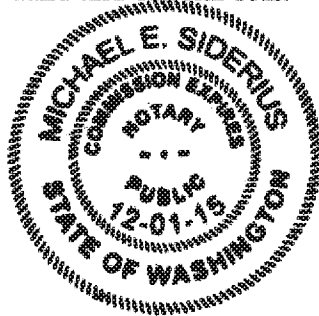
ACKNOWLEDGMENT

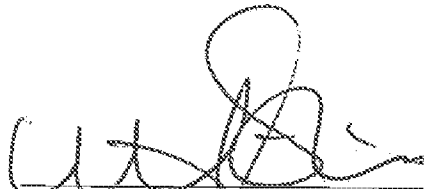
STATE OF WASHINGTON)
)
COUNTY OF KING)

On August 11, 2014, before me, Michael Siderius, a Notary Public, personally appeared Donald Stevens and Errol Vogt, who each proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Michael Siderius
Notary Public for the State of Washington
Washington residing at Seattle
My commission expires 12/01/2015

SCHEDULE A

TRADEMARKS

<u>Registered Trademarks</u>			
<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
State of Washington	55685	November 16, 2012	"AMERICAN METER & APPLIANCE" WITH THE WORD "INCORPORATED" DIRECTLY UNDERNEATH THE WORD "APPLIANCE" FOLLOWING ON THE NEXT LINE ARE THE WORDS "YOUR COMMERCIAL LAUNDRY SOURCE" ALL OF WHICH IS PRINTED TO THE RIGHT OF A STYLIZED FIVEPOINT STAR
State of Washington	28048	May 19, 2010	EZ ACCESS
United States	2493398	September 25, 2001	EZ ACCESS