

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wash Multifamily Laundry Systems, LLC		10/29/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	86333695	FIXLAUNDRY	
Registration Number:	4607500	FIXLAUNDRY	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	10/30/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2014 (this "Agreement"), is made by Wash Multifamily Laundry Systems, LLC, a California limited liability company (the "Grantor"), 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 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") by and among Wash Multifamily Laundry Systems, LLC, a California limited liability company (the "Borrower"), Web Service Holdings, Inc., a Delaware corporation ("Holdings"), the other Persons party thereto that are from time to time designated as a Credit Party, the Lenders and ARCC, as Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to continue extensions of credit to the Borrower 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 Borrower; 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 and the Agent to enter into the Credit Agreement and to induce the Lenders to continue their respective extensions of credit to the Borrower 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.

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, 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, as Grantor

By: 

Name: Allan A. Villegas

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: _____
Title: MARK AFFOLTER
AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Serial No.	Application Date	Registration No.	Registration Date
FIXLAUNDRY	86333695	7/10/14	N/A	N/A
FIXLAUNDRY	86133980	12/3/13	4607500	9/16/14