

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien US Intellectual Property Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automatic Apartment Laundries, Inc.		05/14/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc. as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
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:	2123548113		
<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:	212 819-8200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patent & Trademark Dept.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1155735-0118		
NAME OF SUBMITTER:	Matthew Campion		
SIGNATURE:	/Matthew Campion/		
DATE SIGNED:	05/20/2015		
Total Attachments: 9			

CH \$90.00 2332817

source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page1.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page2.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page3.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page4.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page5.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page6.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page7.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page8.tif
source=1st Project Tide - US First Lien Intellectual Security Agreement [EXECUTED]#page9.tif

FIRST LIEN US INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN US INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 14, 2015, (this “Agreement”), by Wash Multifamily Laundry Systems, LLC (“Systems”) and Automatic Apartment Laundries, Inc. (“Automatic”) (individually, a “Grantor”, and collectively, the “Grantors”) in favor of Morgan Stanley Senior Funding, Inc. (“MSSF”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain US First Lien Pledge and Security Agreement, dated as of May 14, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in First Lien Credit Agreement dated as of May 14, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “First Lien Credit Agreement”), by and among WASH Multifamily Parent Inc., a Delaware corporation, WASH Multifamily Acquisition Inc., a Delaware corporation, the Canadian Borrower, the Lenders from time to time party thereto (the “First Lien Lenders”), MSSF, in its capacities as administrative agent and collateral agent for the Lenders (in its capacities as administrative agent and collateral agent, the “Administrative Agent”), Morgan Stanley Bank, NA, as Issuing Bank and Swingline Lender, and the arrangers party thereto). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto;
- D. all Designs, including the Design registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule IV hereto; and
- E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

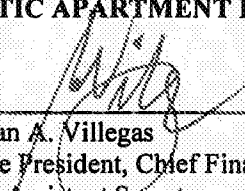
SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

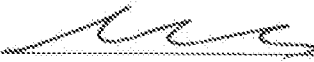
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

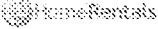



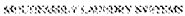
**WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC
AUTOMATIC APARTMENT LAUNDRIES, INC.**

By: 
Name: Allan A. Villegas
Title: Vice President, Chief Financial Officer
and Assistant Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Nicholas Romig
Title: Authorized Signatory

SCHEDULE I - TRADEMARKS

NO.	OWNER	JURISDICTION	REGISTRATION NO.	TRADEMARK
1.	Wash Multifamily Laundry Systems, LLC	United States	4104736	
2.	Wash Multifamily Laundry Systems, LLC	United States	4121949	@HOMERENTALS
3.	Automatic Apartment Laundries Inc.	United States	2332817	AAL
4.	Automatic Apartment Laundries Inc.	United States	2332818	
5.	Automatic Apartment Laundries Inc.	United States	2345329	
6.	Wash Multifamily Laundry Systems, LLC	United States	2605945	
7.	Wash Multifamily Laundry Systems, LLC	United States	2493398	EZ ACCESS
8.	Wash Multifamily Laundry Systems, LLC	United States	4607500	FIXLAUNDRY
9.	Wash Multifamily Laundry Systems, LLC	United States	4703063	FIXLAUNDRY
10.	Wash Multifamily Laundry Systems, LLC	United States	2085029	IMAGINE LIFE WITHOUT CHANGE
11.	Wash Multifamily Laundry Systems, LLC	United States	3618655	
12.	Wash Multifamily Laundry Systems, LLC	United States	2748870	PARTNERS OF DISTINCTION

NO.	OWNER	JURISDICTION	REGISTRATION NO.	TRADEMARK
13.	Wash Multifamily Laundry Systems, LLC	United States	2725737	
14.	Wash Multifamily Laundry Systems, LLC	United States	4003721	
15.	Wash Multifamily Laundry Systems, LLC	United States	4121747	WASH MULTIFAMILY LAUNDRY SYSTEMS
16.	Wash Multifamily Laundry Systems, LLC	United States	4003722	
17.	Wash Multifamily Laundry Systems, LLC	United States	1645075	WEB
18.	Wash Multifamily Laundry Systems, LLC	United States	1645076	
19.	Wash Multifamily Laundry Systems, LLC	United States	2605944	
20.	Wash Multifamily Laundry Systems, LLC	United States	2118400	WEB ACCESSCARD
21.	Wash Multifamily Laundry Systems, LLC	United States	3606023	WEB SERVICE COMPANY, LLC
22.	Wash Multifamily Laundry Systems, LLC	United States	2332174	WEBRENTS

SCHEDULE II - PATENTS

None.

SCHEDULE III - COPYRIGHTS

CLAIMANT	JURISDICTION	REGISTRATION NO.	TITLE
Automatic Apartment Laundries, Inc.	United States	TXu001699699	AAL System

SCHEDULE IV - DESIGNS

None.