

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WASH Multifamily Laundry Systems, LLC		03/31/2017	Limited Liability Company:
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	
Serial Number:	86940557	APPLIANCE HUB	
Serial Number:	87337397	WASH ONCALL	
Serial Number:	87337401	WASH ONCALL	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8477		
Email:	juan.arias@weil.com		
Correspondent Name:	Gina B. Lawrence		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Gina Lawrence -79859.0005		
NAME OF SUBMITTER:	Gina B. Lawrence		
SIGNATURE:	/Gina B. Lawrence/		
DATE SIGNED:	03/31/2017		
Total Attachments: 4			

CH \$90.00 86940557

source=WASH - US Second Lien Intellectual Property Security Agreement (Q1 2017)
(Executed)_WEIL_96083026_1#page1.tif
source=WASH - US Second Lien Intellectual Property Security Agreement (Q1 2017)
(Executed)_WEIL_96083026_1#page2.tif
source=WASH - US Second Lien Intellectual Property Security Agreement (Q1 2017)
(Executed)_WEIL_96083026_1#page3.tif
source=WASH - US Second Lien Intellectual Property Security Agreement (Q1 2017)
(Executed)_WEIL_96083026_1#page4.tif

SECOND LIEN U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of March 31, 2017 (this “IP Security Agreement Supplement”), WASH Multifamily Laundry Systems, LLC (the “Grantor”) 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 Second 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 Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second 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 “Second 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 “Second 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”) and the arrangers party thereto). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the Grantor and the Collateral Agent have entered into that certain Second Lien Intellectual Property 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 “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement 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, the 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 the Grantor and regardless of where located (collectively, the “Additional 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; and
- B. 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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

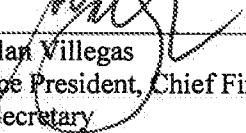
fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

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 IP Security Agreement Supplement as of the day and year first above written.

WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC

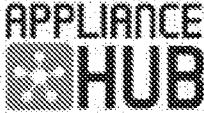

By: 
Name: Allan Villegas
Title: Vice President, Chief Financial Officer and
Assistant Secretary

[Signature Page to Second Lien IP Security Agreement Supplement]

TRADEMARK
REEL: 006024 FRAME: 0609

SCHEDULE I

TRADEMARK APPLICATIONS

NO.	APPLICANT	APPLICATION NO.	TRADEMARK
1.	Wash Multifamily Laundry Systems, LLC	86/940557 ¹	
2.	Wash Multifamily Laundry Systems, LLC	87/337397	WASH ONCALL
3.	Wash Multifamily Laundry Systems, LLC	87/337401	

¹ To the extent constituting Collateral.