

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency Reel/Frame 5031/0179		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG Cayman Islands Branch, as Administrative Agent		06/23/2017	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative 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: 15			
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	
Registration Number:	3785198	AIR VALET	
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:	6173417701		

OP \$390.00 4275205

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.

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
---------------------------	-----------------

SIGNATURE:	/Linda A. Salera/
-------------------	-------------------

DATE SIGNED:	06/23/2017
---------------------	------------

Total Attachments: 9

source=Coinmach - Notice of Change in Agency (Executed Copy)#page1.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page2.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page3.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page4.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page5.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page6.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page7.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page8.tif
source=Coinmach - Notice of Change in Agency (Executed Copy)#page9.tif

NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 5031/0179
REEL/FRAME 5192/0274
VOLUME/DOCUMENT 3614/519
REEL/FRAME 031999/0017

This NOTICE OF SUCCESSION OF AGENCY (this "Notice"), dated as of June 23, 2017 (the "Effective Date"), is executed by Deutsche Bank AG Cayman Islands Branch, in its capacity as Administrative Agent (as defined in the Original Credit Agreement (as defined below) under the Original Credit Agreement (the "Prior Agent"), and Ares Capital Corporation, in its capacity as Administrative Agent under the Amended Credit Agreement (as defined below) (the "Successor Agent").

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of May 14, 2013 (as amended prior to the date hereof), by and among Spin Holdco Inc. (the "Borrower"), Prior Agent and certain other parties thereto, (the "Original Credit Agreement"), the Prior Agent, the Borrower, CSC SW Holdco, Inc. (f/k/a CSC Serviceworks, Inc.) ("Holdings") and certain grantor parties identified on the signature page hereto (the "Grantors") entered into (i) that certain Second Lien Security Agreement, dated as of May 14, 2013 (as supplemented by that certain Omnibus Second Lien Security Agreement Supplement, dated as of January 9, 2014, the "Original Security Agreement"), (ii) that certain Trademark Security Agreement, dated as of May 14, 2013 (the "First Trademark Security Agreement"), (iii) that certain Trademark Security Agreement, dated as of January 9, 2014 (the "Second Trademark Security Agreement"), (iv) that certain Copyright Security Agreement, dated as of May 14, 2013 (the "Copyright Security Agreement") and (v) that certain Patent Security Agreement, dated as of January 9, 2014 (the "Patent Security Agreement" and, together with the First Trademark Security Agreement, the Second Trademark Security Agreement and the Copyright Security Agreement, the "Intellectual Property Security Agreements"), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, with respect to the trademarks, copyrights and patents identified on Schedule A hereto, (i) the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 20, 2013 at Reel/Frame 5031/0179, (ii) the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 14, 2014 at Reel/Frame 5192/0274, (iii) the Copyright Security Agreement was recorded with the United States Copyright Office on May 22, 2013 at Volume/Document 3614/519, with respect to the copyrights identified on Schedule A attached hereto and (iv) the Patent Security Agreement was recorded with the United States Patent and Trademark Office on January 14, 2014 at Reel/Frame 031999/0017;

WHEREAS, on June 23, 2017, (a) the Original Credit Agreement was amended and restated pursuant to the Amendment Agreement (the "Amendment"), by and among the Borrower, Holdings, the Lenders party thereto (as defined in the Original Credit Agreement), the Prior Agent and the Successor Agent (the "Amended Credit Agreement"), and (b) the Prior Agent, the Successor Agent, Borrower, Holdings and certain other parties have into that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of June 23, 2017 (the "Resignation Agreement"), whereby the Prior Agent resigned as Administrative Agent and is succeeded to and replaced by the Successor Agent as successor Administrative Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

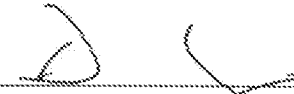
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

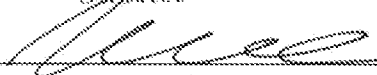
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Amendment and the Resignation Agreement, the Prior Agent has ceased to be Administrative Agent under the Amended Credit Agreement and is succeeded to and replaced by the Successor Agent as Administrative Agent under the Amended Credit Agreement. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Intellectual Property Security Agreements, which security interest was assigned to the Successor Agent by the Prior Agent pursuant to the Resignation Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

**DEUTSCHE BANK AG CAYMAN ISLANDS
BRANCH**, as the Prior Agent

By: 
Name: Dusan Lazarev
Title: Director

By: 
Name: Anca Trifan
Title: Managing Director

ARES CAPITAL CORPORATION, as the Successor
Agent





By: _____

Name: Mitchell Goldstein
Title: Authorized Signatory

[IP Notice of Succession of Agency]

Schedule A

Trademark Security Agreement recorded May 20, 2013 at Reel/Frame 5031/0179

<u>Country</u>	<u>Mark</u>	<u>Applicati on 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	AIR FOR CHARITY INFLATING TIRES FOR CHARITIES and Design 	June 10, 2009	3874341	November 9, 2010	AIR-serv Group, LLC
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

<u>Country</u>	<u>Mark</u>	<u>Applicati on Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date</u>	<u>Current Owner</u>
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

Trademark Security Agreement recorded January 14, 2014 at Reel/Frame 5192/0274

<u>Trademark</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Registration #</u>	<u>Date Issued</u>
Mac-Gray	75376602	10/21/1997	2557535	4/9/2002
Intelligent Laundry	78934802	07/21/2006	3438319	5/27/2008
LaundryView	76556801	10/20/2003	3051377	1/24/2006
Life Just Got Easier	75978757	05/08/1997	2290643	11/2/1999
Change Point (name)	77618826	11/20/2008	3764735	3/23/10
Change Point (logo)	77619392	11/21/2008	3764741	3/23/10
The Campus Clothes Line	85038909	05/14/2010	3979409	6/14/2011
The Laundry Room Experts	77959761	03/16/2010	3942938	4/12/2011
Digital laundry is here.	85190265	12/03/2010	3989850	7/5/11
Bizzy Beez Laundromat	86026387	8/01/2013 Pending ITU		
Bizzy Beez logo	86057871	9/06/2013 Pending ITU		

<u>Trademark</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Registration #</u>	<u>Date Issued</u>
Bizzy Beez Laundromat logo and name	86057897	9/06/2013 Pending ITU		
WEB INTELLIGENT LAUNDRY SYSTEMS			586915 Louisiana State Reg.	9/27/2005
WEB INTELLIGENT LAUNDRY SYSTEMS			2005-000491898 Wyoming State Reg.	9/25/2005
WEB LAUNDRY COMPANY			2005-000486300 Wyoming State Reg.	9/20/2005

Copyright Security Agreement recorded May 22, 2013 at Volume/Document 3614/519

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX3617780	August 12, 1993	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX3406369	October 02, 1992	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX3265428	March 09, 1992	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX3290043	April 20, 1992	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX3048556	April 19, 1991	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2873638	August 02, 1990	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2927741	October 30, 1990	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2811922	March 26, 1990	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2583747	June 19, 1989	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2644760	October 02, 1989	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2518634	March 15, 1989	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2412886	October 18, 1988	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2219587	December 28, 1987	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2303090	May 16, 1988	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2162226	September 29, 1987	Service Directions, Inc.
Cycles: news from Service Directions : the	TX1968423	December 15,	Service Directions, Inc.

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
newsletter of Service Directions, Inc.		1986	
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2072698	May 26, 1987	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX2072697	May 26, 1987	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX1833820	June 18, 1986	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX1888057	August 28, 1986	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX1812780	August 16, 1985	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX1754204	February 14, 1986	Service Directions, Inc.
Cycles: news from Service Directions : the newsletter of Service Directions, Inc.	TX1754205	February 14, 1986	Service Directions, Inc.
CARES computer software program.	TXu1044039	June 13, 2002	Super Laundry Equipment Corporation

Patent Security Agreement recorded January 14, 2014 at Reel/Frame 031999/0017

<u>Patent Name</u> (According to Legal Index)	<u>Official Patent Name</u> (As filed with USPTO)	<u>Patent ID</u> #	<u>Date</u> Filed	<u>Date of</u> Other Action	<u>Date</u> Issued
LaundryView	Apparatus for Monitoring Status of Multiple Laundry Appliances	10/953,753 7,469,288	9/10/04	Publication Date 5/19/05	12/23/08
PrecisionWash	Control System & Method for Supplying Detergent & other Fluids to Multiple Washing Machines	10/665,124 7,725,970	9/22/03	Publication Date 5/27/04	6/1/10