

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automatic Apartment Laundries, Inc.		04/19/2021	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2332817	AAL	
Registration Number:	2332818	AAL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0715		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	04/19/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 19, 2021 (this "Agreement"), among Wash Multifamily Laundry Systems, LLC, a California limited liability company, and Automatic Apartment Laundries, Inc., a Michigan corporation (each a "Grantor") and Barclays Bank PLC ("Barclays") in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of April 19, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Wash Multifamily Parent Inc., a Delaware corporation ("Holdings"), Wash Multifamily Acquisition Inc., a Delaware corporation (the "U.S. Borrower"), Coinamatic Canada Inc., a corporation governed by the federal laws of Canada (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), the lenders and issuing banks from time to time party thereto and Barclays, as administrative agent and collateral agent and (b) the Pledge and Security Agreement dated as of April 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, the Borrowers, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 or the Credit Agreement, as applicable.

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 hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is 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 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. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement and the other Loan Documents including any Assignment and Assumption shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Requirement of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

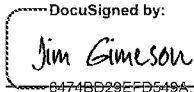
SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE EQUAL PRIORITY INTERCREDITOR AGREEMENT, ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY JUNIOR PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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


AUTOMATIC APARTMENT LAUNDRIES, INC.

By: 
Name: Jim Gimeson
Title: President and Chief Executive Officer

WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC

By: 
Name: Jim Gimeson
Title: Chief Executive Officer

BARCLAYS BANK PLC,
as the Collateral Agent

By: 

Name: Sean Lynch
Title: Managing Director

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Registered Owner	Status
@HOMERENTALS	4121949	04/03/2012	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 04/03/2022
@HOMERENTALS (Color)	4104736	02/28/2012	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 02/28/2022
3 Swirl Design	2605945	08/06/2002	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 08/06/2022
AAL	2332817	03/21/2000	Automatic Apartment Laundries, Inc.	Registered Renewal due 03/21/2030
AAL (Stylized)	2332818	03/21/2000	Automatic Apartment Laundries, Inc.	Registered Renewal due 03/21/2030
APPLIANCE HUB & Design	5092423	11/29/2016	Wash Multifamily Laundry Systems, LLC	Registered Affidavit of Use due 11/29/2022 Renewal due 11/29/2026
EZ ACCESS	2493398	09/25/2001	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 09/25/2021
FIXLAUNDRY	4703063	03/17/2015	Wash Multifamily Laundry Systems, LLC	Registered Affidavit of Use due 03/17/2021 Renewal due 03/17/2025
FIXLAUNDRY	4607500	09/16/2014	Wash Multifamily Laundry Systems, LLC	Registered – Supplemental Renewal due 09/16/2024
IMAGINE LIFE WITHOUT CHANGE	2085029	07/29/1997	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 07/29/2027
JUST LIKE HOME LAUNDRY & Design	5269164	08/22/2017	Wash Multifamily Laundry Systems, LLC	Registered Affidavit of Use due 08/22/2023

				Renewal due 08/22/2027
MULTIFAMILY LAUNDRY SYSTEMS	3618655	05/12/2009	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 05/12/2029
PARTNERS OF DISTINCTION	2748870	08/05/2003	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 08/05/2023
People Design	2725737	06/10/2003	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 06/10/2023
WASH Logo(Blk/Wht)	6055223	05/12/2020	Wash Multifamily Laundry Systems, LLC	Registered - Supplemental
WASH Logo (Color)	6060649	05/19/2020	Wash Multifamily Laundry Systems, LLC	Registered - Supplemental
WASH MULTIFAMILY LAUNDRY SYSTEMS	4121747	04/03/2012	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 04/03/2022
WASH MULTIFAMILY LAUNDRY SYSTEMS Stylized & Mini Swirl Logo	4003721	07/26/2011	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 07/26/2021
WASH MULTIFAMILY LAUNDRY SYSTEMS Stylized & Mini Swirl Logo (Color)	4003722	07/26/2011	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 07/26/2021
WEB	2605944	08/06/2002	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 08/06/2022
WEB	1645075	05/21/1991	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 05/21/2021
WEB SERVICE COMPANY, LLC	3606023	04/14/2009	Wash Multifamily Laundry Systems, LLC	Registered Renewal due 04/14/2029

U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Application Owner	Status
OPLS BY WASH	88/178221 ITU	11/01/2018	Wash Multifamily Laundry Systems, LLC	Allowed Statement of Use or Extension Request due 03/17/2021
OPLS BY WASH B&W Logo	88/190814 ITU	11/12/2018	Wash Multifamily Laundry Systems, LLC	Allowed Statement of Use or Extension Request due 03/17/2021
OPLS BY WASH Red Letter Logo	88/190810 ITU	11/12/2018	Wash Multifamily Laundry Systems, LLC	Allowed Statement of Use or Extension Request due 03/17/2021
OPLS BY WASH Red Logo	88/190808 ITU	11/12/2018	Wash Multifamily Laundry Systems, LLC	Allowed Statement of Use or Extension Request due 03/17/2021