# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM640338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Intellectual Property Recorded at 5520, Frame 0504

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		04/19/2021	Corporation: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Automatic Apartment Laundries, Inc.	
Street Address:	30295 Schoolcraft Road	
City:	Livonia	
State/Country:	MICHIGAN	
Postal Code:	ostal Code: 48150	
Entity Type:	ntity Type: Corporation: MICHIGAN	

### **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:

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: 2128192511

Email: iprecordations@whitecase.com

Correspondent Name: Kate Andes

Address Line 1: 1221 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1130558-0155-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	04/19/2021

**Total Attachments: 3** 

source=5520\_0505 TM Release of 2015 2L IP Security Interest [EXECUTED]#page1.tif

source=5520\_0505 TM Release of 2015 2L IP Security Interest [EXECUTED]#page2.tif source=5520\_0505 TM Release of 2015 2L IP Security Interest [EXECUTED]#page3.tif

# TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Termination and Release of Second Lien Security Interest in Intellectual Property ("Release") is made as of April 19, 2021, by MORGAN STANLEY SENIOR FUNDING, INC. a New York corporation ("Collateral Agent") in favor of AUTOMATIC APARTMENT LAUNDRIES, INC., a Michigan corporation with an address at 30295 Schoolcraft Road, Livonia, Michigan 48150 (the "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, 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 (as defined in the Security Agreement) party thereto and the Collateral Agent;

WHEREAS, in connection with and pursuant to the Security Agreement, the Grantors entered into a certain Second Lien US Intellectual Property Security Agreement dated May 14, 2015 (the "IP Security Agreement") with the Collateral Agent, notice of which was recorded on May 20, 2015 at the United States Patent and Trademark Office at Reel 5520, Frame 0504;

WHEREAS, the Grantor granted the Collateral Agent, under the terms of the Security Agreement and as reaffirmed by the IP Security Agreement, a continuing security interest (the "Security Interest") in favor of the Collateral Agent, in and to all such Grantor's right, title or interest in, to or under all the IP Collateral, including without limitation the Trademarks listed in Schedule A.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such IP Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges the Security Interest in the IP Collateral of the Grantor, and assigns, transfers and conveys to Grantor the Security Interest in such IP Collateral.

[Remainder of this page intentionally left blank; signature page follows]

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

MORGAN STANLEY SENIOR FUNDING, INC.

as Collateral Agent

By:

Name: Lisa Hanson

Title: Vice President

### **SCHEDULE A**

## **TRADEMARKS**

# Reel 5520, Frame 0504

**RECORDED: 04/19/2021** 

# Automatic Apartment Laundries, Inc.

1	Serial #: <u>75705932</u> Mark: AAL	Filing Dt: 05/13/1999	Reg #: 2332817	Reg. Dt: 03/21/2000
2	Serial #: 75705933	Filing Dt: 05/13/1999	Reg #: 2332818	<b>Reg. Dt:</b> 03/21/2000
	Mark: AAL		<i>-</i>	ş
3	Serial #: <u>75705934</u> Mark: AAL ON CA	Filing Dt: 05/13/1999 MPUS LAUNDRY	<b>Reg</b> #: 2345329	<b>Reg. Dt:</b> 04/25/2000