

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642307

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement (Notes) |
| RESUBMIT DOCUMENT ID: | 900610450 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|--|
| Wash Multifamily Laundry Systems, LLC | | 04/19/2021 | Limited Liability Company: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | U.S. Bank National Association, as Notes Collateral Agent |
| Street Address: | 60 Livingston Avenue |
| Internal Address: | EP-MN-WS3C |
| City: | Saint Paul |
| State/Country: | MINNESOTA |
| Postal Code: | 55107 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|-----------------------------|---------|----------------------------------|
| Registration Number: | 4121949 | @HOMERENTALS |
| Registration Number: | 4104736 | @HOMERENTALS |
| Registration Number: | 2605945 | |
| Registration Number: | 5092423 | APPLIANCE HUB |
| Registration Number: | 2493398 | EZ ACCESS |
| Registration Number: | 4703063 | FIXLAUNDRY |
| Registration Number: | 4607500 | FIXLAUNDRY |
| Registration Number: | 2085029 | IMAGINE LIFE WITHOUT CHANGE |
| Registration Number: | 5269164 | JUST LIKE HOME LAUNDRY |
| Registration Number: | 3618655 | MULTIFAMILY LAUNDRY SYSTEMS |
| Registration Number: | 2748870 | PARTNERS OF DISTINCTION |
| Registration Number: | 2725737 | |
| Registration Number: | 6055223 | WASH |
| Registration Number: | 6060649 | WASH |
| Registration Number: | 4121747 | WASH MULTIFAMILY LAUNDRY SYSTEMS |
| Registration Number: | 4003721 | WASH MULTIFAMILY LAUNDRY SYSTEMS |
| Registration Number: | 4003722 | WASH MULTIFAMILY LAUNDRY SYSTEMS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2605944 | WEB |
| Registration Number: | 1645075 | WEB |
| Registration Number: | 3606023 | WEB SERVICE COMPANY, LLC |

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 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: | 04/26/2021 |

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 U.S. Bank National Association (“U.S. Bank”) in its capacity as collateral agent for the Secured Notes Secured Parties party to the Indenture referred to below (in such capacity, the “Notes Collateral Agent”).

WHEREAS, reference is made to (a) the Indenture dated as of April 19, 2021, among WASH Multifamily Acquisition Inc., a Delaware corporation (the “Issuer”), the Guarantors from time to time party thereto, and U.S. Bank National Association, as Trustee (in such capacity, the “Trustee”) and Notes 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 “Notes Security Agreement”), by and among Holdings, the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Notes Collateral Agent; and

WHEREAS, each Grantor has duly authorized the execution and delivery of this Agreement;

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 Notes Security Agreement or the Indenture, 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 Notes Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Notes 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. Notes Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Notes Security Agreement. Each Grantor hereby acknowledges and affirms that the rights, protections, powers, immunities, indemnities and remedies of the Notes Collateral Agent with respect to the Collateral shall be afforded to it as Notes Collateral Agent under the Notes 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 Notes Security Agreement, the terms of the Notes 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 (including digital signatures provided by DocuSign or such other digital signature provider identified by each Grantor and acceptable to the Notes Collateral Agent) 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 Indenture 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.

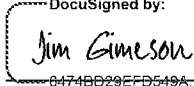
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

U.S. BANK NATIONAL ASSOCIATION,
as the Notes Collateral Agent

By: 
Name: _____
Title:

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 |

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|--|---------|------------|--|---|
| | | | | 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 |