

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646970

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement |
| RESUBMIT DOCUMENT ID: | 900612393 |

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: | Barclays Bank PLC, as Collateral Agent |
| Street Address: | 745 Seventh Avenur |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Private Limited Company: UNITED KINGDOM |

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 |
| Registration Number: | 2605944 | WEB |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| 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: | 05/14/2021 |

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.

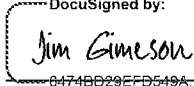
SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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:  DocuSigned by:
Name: Jim Gimeson
Title: President and Chief Executive Officer

WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC

By:  DocuSigned 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 |

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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 |