

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Linen International, LLC		08/11/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4525198	INFINITE LAUNDRY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2088315		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	08/14/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 11, 2023 (the "**Agreement**") between **HERCULES CAPITAL, INC.**, a Maryland corporation, as agent for certain lenders ("**Agent**") and **CITY LINEN INTERNATIONAL, LLC**, a Florida limited liability company ("**Grantor**") is made with reference to the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among, *inter alios*, Grantor and Agent. Terms defined in the Credit Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Credit Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

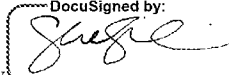
The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Credit Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CITY LINEN INTERNATIONAL, LLC,
a Florida limited liability company

DocuSigned by:

By: 20656287C9D44D1

Name: Sarah Sinclair

Title: Chief Executive Officer

Address for Notices:

LINENMASTER MIDCO, LLC
c/o Mainsail Partners
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Michael Anderson
Email: michael@mainsailpartners.com

with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Attention: Dana Hall
Email: djhall@wsgr.com

AGENT:

HERCULES CAPITAL, INC.,
a Maryland corporation

By: _____

Name: Jennifer Choe

Title: Associate General Counsel

Address for Notices:

HERCULES CAPITAL, INC.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer, Thomas Harris
Email: legal@herculestech.com;
tharris@htgc.com

with a copy (which shall not constitute notice) to:

Barnes & Thornburg LLP
2029 Century Park East
Suite 300
Los Angeles, CA 90067
Attention: Warren Biro
Email: warren.biro@btlaw.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CITY LINEN INTERNATIONAL, LLC,
a Florida limited liability company

By: _____

Name: Sarah Sinclair

Title: Chief Executive Officer

Address for Notices:

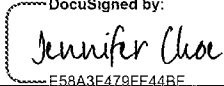
LINENMASTER MIDCO, LLC
c/o Mainsail Partners
500 West 5th Street, Suite 1100
Austin, TX 78701
Attention: Michael Anderson
Email: michael@mainsailpartners.com

with a copy (which shall not constitute notice) to:

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Attention: Dana Hall
Email: djhall@wsgr.com

AGENT:

HERCULES CAPITAL, INC.,
a Maryland corporation

DocuSigned by:

By: _____
E58A3E479EE44BE

Name: Jennifer Choe

Title: Associate General Counsel

Address for Notices:

HERCULES CAPITAL, INC.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer, Thomas Harris
Email: legal@herculestech.com;
tharris@htgc.com

with a copy (which shall not constitute notice) to:

Barnes & Thornburg LLP
2029 Century Park East
Suite 300
Los Angeles, CA 90067
Attention: Warren Biro
Email: warren.biro@btlaw.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

EXHIBIT B
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
INFINITE LAUNDRY	86051480	4525198	08/29/2013

EXHIBIT C

PATENTS

Please Check if No Patents Exist