

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wash Multifamily Laundry Systems, LLC		11/20/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association		
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: 5			
Property Type	Number	Word Mark	
Registration Number:	6996890	OPLS BY WASH	
Registration Number:	6996889	OPLS BY WASH	
Registration Number:	6991890	OPLS BY WASH	
Serial Number:	98202019	WASH CERTIFIED	
Serial Number:	98202016	WASH CERTIFIED LAUNDRY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004120/0004		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		

CH \$140.00 6996890

DATE SIGNED:	11/20/2023
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 20, 2023 (this “Agreement”), among Wash Multifamily Laundry Systems, LLC, a California limited liability company (the “Grantor”) and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, 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 Trust Company, National Association, as successor to 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, the 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, the 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 the Grantor’s right in, and title and interest to and under any Trademarks now owned or at any time hereafter acquired by the 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. The 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.

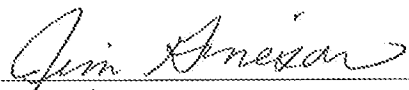
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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.

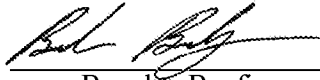
[Signature Pages Follow]

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

**WASH MULTIFAMILY LAUNDRY SYSTEMS,
LLC**

By: 
Name: Jim Gimeson
Title: Chief Executive Officer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as successor to U.S. BANK
NATIONAL ASSOCIATION,
as the Notes Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Owner	Status
OPLS BY WASH	6996890	3/7/2023	Wash Multifamily Laundry Systems, LLC	Registered
OPLS BY WASH	6996889	3/7/2023	Wash Multifamily Laundry Systems, LLC	Registered
OPLS BY WASH	6991890	2/28/2023	Wash Multifamily Laundry Systems, LLC	Registered

U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Owner	Status
WASH CERTIFIED	98202019	9/28/2023	Wash Multifamily Laundry Systems, LLC	Awaiting assignment to an examining attorney
WASH CERTIFIED LAUNDRY SYSTEMS	98202016	9/28/2023	Wash Multifamily Laundry Systems, LLC	Awaiting assignment to an examining attorney