

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Washing Systems, LLC		11/30/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1621934	WSI	
Registration Number:	1624374	WSI-CHOICE	
Registration Number:	1624375	WSI-IMAGE	
Registration Number:	1637343	WSI-NOTICE	
Registration Number:	3673993	ELEMENT	
Registration Number:	4034943	WASH-EYE	
Registration Number:	4226510	PROTEUS	
Registration Number:	4239346	PROTEUS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0004		

CH \$215.00 1621934

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	02/01/2016
Total Attachments: 10 source=Washing Systems - Intellectual Property Security Agreement (Executed)#page1.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page2.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page3.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page4.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page5.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page6.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page7.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page8.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page9.tif source=Washing Systems - Intellectual Property Security Agreement (Executed)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of November, 2015 by **WASHING SYSTEMS, LLC**, an Ohio limited liability company ("Grantor"), in favor of **ANTARES CAPITAL LP**, in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties ("Agent") pursuant to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, the Grantor, the other Guarantors party thereto (collectively with the Grantor, each a "Loan Party" and collectively, the "Loan Parties"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Borrowers by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, patents, copyrights, intellectual property licenses and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Secured Parties are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents, Copyrights and IP Licenses (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents, the Copyrights and the IP Licenses) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Loan Agreement, of a Lien on and a security interest in, all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each of its trademark registrations and trademark applications, including, without limitation, those listed on Schedule I annexed hereto, each of its patents, including without limitation, those listed on Schedule II, each of its copyrights, including, without limitation, those listed on Schedule III and each of its intellectual property

licenses, including, without limitation, those listed on Schedule IV (such trademarks, patents, copyrights and intellectual property licenses referred to as the “Trademarks”, “Patents”, “Copyrights” and “IP Licenses” respectively), together with any renewals, reversions, reissues, reexaminations, continuations, continuations-in-part, divisionsals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all income, royalties, liabilities, products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents, Copyrights or IP Licenses without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, Grantor hereby covenants and agrees that Agent, for the benefit of Secured Parties and as the holder of a security interest under the UCC, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents, Copyrights and/or IP Licenses covered hereby. Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents, Copyrights and/or IP Licenses or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents, Copyrights and/or IP Licenses to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights and/or IP Licenses to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

6. Grantor Remains Liable. Grantor hereby agrees that anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Copyrights/Patents/Trademarks/IP Licenses subject to a security interest hereunder.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages

may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

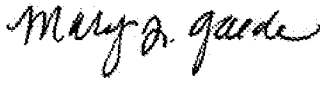
WASHING SYSTEMS, LLC

By: *Robert W. Fisher*
Name: Robert W. Fisher
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted,

ANTARES CAPITAL LP,
as Agent

By: 
Name: Mary F. Gaede
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
WSI and Design	74/026,322	02/06/1990	1,621,934	11/13/1990	Washing Systems, LLC
WSI-CHOICE	74/034,447	03/05/1990	1,624,374	11/27/1990	Washing Systems, LLC
WSI-IMAGE	74/034,933	03/05/1990	1,624,375	11/27/1990	Washing Systems, LLC
WSI-NOTICE	74/061,835	05/23/1990	1,637,343	03/12/1991	Washing Systems, LLC
ELEMENT	77/455,783	04/23/2008	3,673,993	08/25/2009	Washing Systems, LLC
WASH-EYE	85/256,520	03/03/2011	4,034,943	10/04/2011	Washing Systems, LLC
PROTEUS	FILED	02/18/2011			Washing Systems, LLC*
PROTEUS	85/245,913	02/18/2011	4,226,510	10/16/2012	Washing Systems, LLC*
PROTEUS	85/977,414	02/18/2011	4,239,346	11/06/2012	Washing Systems, LLC*

*Intellectual Property owned by Washing Systems, LLC on the Closing Date, but filings/registrations with relevant governmental authorities will be made after the Closing Date.

SCHEDULE II**PATENT REGISTRATIONS**

Serial Number	Application Date	Patent Number	Issue/Grant Date	Title	Owner
09/954,826	09/18/2001	6,555,512	04/29/2003	Peroxide Containing Liquid Laundry Formulation	Washing Systems, LLC
09/324,313	06/02/1999	6,240,585	06/05/2001	Method of Treating Wastewater From Industrial Laundries	Washing Systems, LLC
11/656,054	01/22/2007	7,628,823	12/08/2009	METHOD OF TESTING FOR ATP LOAD IN COMMERCIAL LAUNDRY AND FOR DATA TRACKING THE RESULTS	Washing Systems, LLC
12/015,797	01/17/2008	7,871,444	01/18/2011	METHOD OF TESTING FOR ATP LOAD IN COMMERCIAL LAUNDRY AND FOR DATA TRACKING THE RESULTS	Washing Systems, LLC
14/228,915	03/28/2014			METHOD OF LAUNDERING INDUSTRIAL GARMENTS	Washing Systems, LLC
14/571,394	12/16/2014			PROCESS TO PRODUCE HYGENICALLY CLEAN TEXTILE	Washing Systems, LLC
13/716,980	12/17/2012	9,133,419	09/15/2015	REDUCTION OR REMOVAL OF CHLORHEXIDINE AND/OR AVOBENZONE FROM FABRIC MATERIALS	Washing Systems, LLC*

*Intellectual Property owned by Washing Systems, LLC on the Closing Date, but filings/registrations with relevant governmental authorities will be made after the Closing Date.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

SCHEDULE IV

IP LICENSES

None.

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [**Trademarks/Patents/Copyrights**];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated November 30, 2015 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [**Trademarks/Patents/Copyrights**] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By: _____