### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and release of security interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		01/25/2005	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Alliance Laundry Systems LLC
Street Address:	Shepard Street
Internal Address:	P.O. Box 990
City:	Ripon
State/Country:	WISCONSIN
Postal Code:	54971-0990
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1500201	AJAX
Registration Number:	2370970	CARDMATE
Registration Number:	1201795	ECON-O-WASH
Registration Number:	863105	FAST BACK
Registration Number:	2439774	HORIZON
Registration Number:	937549	HUEBSCH
Registration Number:	845408	LOADSTAR
Registration Number:	847837	ROUTEMASTER
Registration Number:	1268908	RSPC
Registration Number:	2515079	SEARCHIT
Registration Number:	353190	SPEED QUEEN
Registration Number:	765440	SPEED QUEEN
Registration Number:	2334735	ULTRA DRY
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REEL: 003017 FRAME: 0894

1500201

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Registration Number:	1473932	UNI WASH
Registration Number:	1479347	UNIMAC
Registration Number:	1479346	UNIMAT
Registration Number:	861021	VENT-PAK

### **CORRESPONDENCE DATA**

Fax Number: (212)909-6836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Christopher J. Andrew Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Christopher J. Andrew
Signature:	/Christopher J. Andrew/
Date:	01/28/2005

**Total Attachments: 5** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of January 27, 2005, from General Electric Capital Corporation, a Delaware corporation having a principal place of business at 500 West Monroe St., Suite 1700, Chicago, Illinois 60661, as Administrative Agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") which are parties to the Credit Agreement (as hereinafter defined), to Alliance Laundry Systems LLC, a Delaware limited liability company having a principal place of business at Shepard Street, P.O. Box 990, Ripon, Wisconsin 54971-0990, (the "Borrower"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of May 5, 1998, as amended and restated by the Amended and Restated Credit Agreement, dated as of August 2, 2002, among Alliance Laundry Holdings LLC ("Holdings"), the Borrower, the Agent, the Lenders, Lehman Brothers, Inc., as Arranger, Lehman Commercial Paper Inc., as Syndication Agent, and Fleet National Bank and LaSalle Bank National Association, as Documentation Agents (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

### WITNESSETH:

WHEREAS, pursuant to that certain (i) Guarantee and Collateral Agreement, dated as of May 5, 1998 (the "Guarantee and Collateral Agreement"), made by Holdings, the Borrower and Alliance Laundry Corporation (the "Grantors") in favor of the Agent, (ii) Amended and Restated Guarantee and Collateral Agreement, dated as of August 2, 2002 (the "Amended and Restated Guarantee and Collateral Agreement"), made by the Grantors in favor of the Agent and (iii) Grant of Security Interest, dated as of August 2, 2002 (the "Grant of Security Interest", and together with the Guarantee and Collateral Agreement and the Amended and Restated Guarantee and Collateral Agreement, the "Security Agreements"), made by the Borrower in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Guarantee and Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 7, 1998, at Reel 1765, Frame 0591; and

WHEREAS, the Grant of Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on September 11, 2002 at Reel 2578, Frame 0959; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Grantors' right, title and interest in and to (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection wherewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I, attached hereto, and (b) the right to obtain all renewals thereof.
- 2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Agent shall execute and deliver to the Grantors all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

Name: Thomas

Title: Duly Authorized signatory

TRADEMARK

**REEL: 003017 FRAME: 0898** 

## SCHEDULE I

# Trademark Registrations

Trademark Description	Reg. No.	Reg. Date
AJAX	1500201	8/16/88
CARDMATE	2370970	7/25/00
ECON-O-WASH	1201795	7/20/82
FAST BACK	863105	1/7/69
HORIZON	2439774	4/3/01
HUEBSCH	937549	7/11/72
LOADSTAR	845408	3/5/68
ROUTEMASTER	847837	4/23/68
RSPC	1268908	3/6/84
SEARCHIT	2515079	12/4/01
SPEED QUEEN	353190	12/28/37
SPEED QUEEN IN STYLIZED FORM &		<del></del>
UPPE	7654 <b>40</b>	2/25/64
ULTRA DRY	2334735	3/28/00
UNI WASH	1473932	1/26/88
UNIMAC	1479347	3/8/88
UNIMAT	1479346	3/8/88
VENT-PAK	861021	11/26/68

## **ACKNOWLEDGMENT**

STATE OF Illinois )	
STATE OF Illinois ) COUNTY OF Cook )	
On January <u>25</u> , 2005, before me, the undersigned, personally appeared Thomas C. Hiorth	
personally known to me or proved to me on the basis of satisfactory evidence to be the	
individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged	
me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their	Ľ
signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.	
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(signature and office of individual taking	
acknowledgment)	

**RECORDED: 01/28/2005** 

"OFFICIAL SEAL"
Nancy Snead
Notary Public, State of Illinois
My Commission Exp. 12/03/2005