

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliance Laundry Systems LLC		01/27/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

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
Serial Number:	78424713	NETMASTER
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

OP \$465.00 1500201

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

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	02/03/2005

Total Attachments: 7
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of January 27, 2005, made by 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"), in favor of Lehman Commercial Paper, Inc., a New York corporation, having a principal place of business at 745 Seventh Avenue, 7th Floor, New York, New York 10019 as Administrative Agent (the "Agent") for itself and the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of January 27, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Alliance Laundry Holdings LLC ("Holdings"), the Borrower, the Agent, the Lenders, Lehman Brothers, Inc., as Arranger, The Bank of Nova Scotia, as Syndication Agent, and LaSalle Bank National Association and Royal Bank of Canada, as Documentation Agents.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower in the form of Term Loans, Revolving Credit Loans and Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and Alliance Laundry Corporation (the "Grantors") have executed and delivered a Guarantee and Collateral Agreement, dated as of January 27, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower has granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of its Intellectual Property, including Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans, Revolving Credit Loans and Letters of Credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the ratable benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Borrower hereby confirms that, pursuant to the Guarantee and Collateral Agreement, it granted to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in, all of the Trademarks now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at

any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto), and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of the Trademarks and all collateral security and guarantees given by any Person with respect to any of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Notice and Confirmation to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANCE LAUNDRY SYSTEMS LLC,
as Borrower

By: Thomas F. L'Esperance
Name: *Thomas F. L'Esperance*
Title: *President and Chief
Executive Officer*

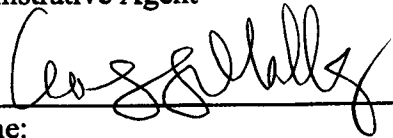
ACKNOWLEDGMENT

STATE OF *Wisconsin*)
:SS:
COUNTY OF *Fond du Lac*)

On January 25, 2005, before me, the undersigned, personally appeared
Thomas F L'Esperance
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 to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jean C. Reisz
(signature and office of individual taking acknowledgment) *Jean C. Reisz*
Notary Public
My Commission Expires 4/1/07

LEHMAN COMMERCIAL PAPER, INC.,
as Administrative Agent

By:  _____

Name:

Title:

Craig Malloy
Authorized Signatory

Signature Page to Grant of Security Interest in Trademarks

TRADEMARK
REEL: 003021 FRAME: 0664

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF NEW YORK)

On January 26, 2005, before me, the undersigned, personally appeared
CRAIG MALLOY

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 to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nelvadia Hatcher
(signature and office of individual taking acknowledgment)

NELVADIAHATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2006

SCHEDULE I

Trademark Registrations

<u>Trademark Description</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
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
NETMASTER	78/424713	5/25/04
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 & UPPE	765440	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