

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		03/12/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tryon Street, 15th Floor
Internal Address:	NC1-001-15-02
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77578965	GALAXY
Serial Number:	77540092	QUANTUM
Registration Number:	3054512	C.A.R.E.
Registration Number:	1352444	CISSELL
Registration Number:	778485	CISSELL
Registration Number:	3038098	NETMASTER
Registration Number:	1510691	PANTEX
Registration Number:	2571562	SMARTSPIN
Registration Number:	2631753	SMARTSPIN
Registration Number:	3546239	UNILINC

CORRESPONDENCE DATA

Fax Number: (202)408-3141

900129228

**TRADEMARK
 REEL: 003951 FRAME: 0786**

CH \$265.00 77578965

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

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	923219
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	03/12/2009

Total Attachments: 6

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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 March 12, 2009, by Alliance Laundry Systems LLC, a Delaware limited liability company (the "Grantor"), in favor of Bank of America N.A., in its capacity as administrative agent pursuant to the Credit Agreement identified below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of January 27, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Alliance Laundry Holdings, LLC, the Grantor, the lenders from time to time party thereto and the Administrative Agent; and

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") dated as of January 27, 2005 in favor of the Administrative Agent; and

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

WHEREAS, the Grantor has acquired the additional Trademarks set forth on Schedule I attached hereto; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and Credit Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and Credit Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. The Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement, it granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a security interest in all of the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor 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 guarantees given by any Person with respect to any of the Trademarks as collateral for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

SECTION 3. Guarantee and Collateral Agreement. The security interest confirmed hereby was granted pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnities and other inchoate obligations not then due and payable) and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIANCE LAUNDRY SYSTEMS LLC,
as Grantor

By: _____

Name: Bruce P. Rounds

Title: Vice President Chief Financial Officer

Notice and Confirmation of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 003951 FRAME: 0790

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 003951 FRAME: 0791

SCHEDULE I
to
NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN
TRADEMARKS
TRADEMARK REGISTRATIONS & APPLICATIONS

United States Trademarks:

Applications:

Registration Number	Issue Date	Title
77/578965	9/25/08	GALAXY
77/540092	8/6/08	QUANTUM

Registrations:

Registration Number	Issue Date	Title
3054512	1/31/06	C.A.R.E.
1352444	8/6/85	CISSELL
778485	10/13/64	CISSELL
3038098	1/30/06	NETMASTER
1510691	11/1/88	PANTEX
2571562	5/21/02	SMARTSPIN
2631753	10/8/92	SMARTSPIN & DESIGN
3546239	12/16/08	UNILINC