

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-------------------------------------|
| Alliance Laundry Systems LLC | | 12/10/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Bank of America, N.A., as Administrative Agent |
| Street Address: | 1455 Market Street |
| Internal Address: | MAIL CODE: CA5-701-05-19 |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94103 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3277043 | ALLIANCE PARTS CONNECTION |
| Registration Number: | 3054512 | C.A.R.E. |
| Registration Number: | 0778485 | CISSELL |
| Registration Number: | 1352444 | CISSELL |
| Registration Number: | 3754008 | Q |
| Registration Number: | 1201795 | ECON-O-WASH |
| Registration Number: | 3587072 | GALAXY |
| Registration Number: | 3857771 | GENUINE G PARTS RSPC ALLIANCE LAUNDRY SYSTEMS |
| Registration Number: | 0937549 | HUEBSCH |
| Registration Number: | 3798457 | IPSO |
| Registration Number: | 1362929 | IPSO |
| Registration Number: | 0845408 | LOADSTAR |
| Registration Number: | 4191791 | OPTIDRY |

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|----------------------|----------|-------------|
| Registration Number: | 3586924 | QUANTUM |
| Registration Number: | 1268908 | RSPC |
| Registration Number: | 2515079 | SEARCHIT |
| Registration Number: | 2571562 | SMARTSPIN |
| Registration Number: | 2631753 | SMARTSPIN |
| Registration Number: | 0353190 | SPEED QUEEN |
| Registration Number: | 0765440 | SPEED QUEEN |
| Registration Number: | 3546239 | UNILINC |
| Registration Number: | 1479347 | UNIMAC |
| Serial Number: | 85641147 | CLEAN TRUTH |

CORRESPONDENCE DATA

Fax Number: 2128594000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-859-8000
Email: teas@ffhsj.com,jason.greenberg@friedfrank.com
Correspondent Name: Jason Greenberg
Address Line 1: One New York Plaza
Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 33748-12 GREENBERG |
| NAME OF SUBMITTER: | Jason Greenberg |
| Signature: | /JG/ |
| Date: | 12/10/2012 |

Total Attachments: 6
source=Grant - 1L TM#page1.tif
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source=Grant - 1L TM#page6.tif

**FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST
IN TRADEMARKS**

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 10, 2012, 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 "Grantor"), in favor of Bank of America, N.A., a national association, 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 the date hereof (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Alliance Laundry Holdings LLC ("Holdings"), the Grantor, the Agent, the Lenders, and any syndication agents and documentation agents named therein.

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have agreed to extend credit to the Grantor 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 First Lien Credit Agreement, Holdings and the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor 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 Grantor 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 Grantor pursuant to the First Lien Credit Agreement, the Grantor 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 First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the First Lien 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 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 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 Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 First Lien Guarantee and Collateral Agreement. The First Lien 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 Grantor 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 First Lien Credit Agreement and the First Lien 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 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: Jeffrey E. Thoms
Name: Jeffrey E. Thoms
Title: Treasurer and Assistant Secretary

STATE OF WISCONSIN

COUNTY OF FOND DU LAC

The foregoing instrument was acknowledged before me this 6th day of December, 2012 by Jeffrey E. Thoms as Treasurer & Asst. Secretary of ALLIANCE LAUNDRY SYSTEMS LLC, a Delaware limited liability company, on behalf of ALLIANCE LAUNDRY SYSTEMS LLC.

[STAMP/SEAL]

James C. [Signature]
Notary Public

My Commission Expires:
March 8, 2015

[Alliance - First Lien Trademark Grant]

Accepted and agreed:

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

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

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2012
by _____ as _____ of BANK OF AMERICA, N.A., a
national association, on behalf of BANK OF AMERICA, N.A.

[STAMP/SEAL]

Notary Public

My Commission Expires:

Attached acknowledgment

[BOA - First Lien Trademark Grant]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 6/Dec/12 before me, Bridgett J. Manduk, Notary Public

personally appeared Liliana Clara

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bridgett J. Manduk

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

SCHEDULE I

Trademark Registrations:

| <u>Country</u> | <u>Trademark</u> | <u>Reg. No.</u> | <u>Due Dates</u> |
|----------------|---|-----------------|------------------|
| USA | ALLIANCE PARTS CONNECTION | 3277043 | 8/7/2017 |
| USA | C.A.R.E. | 3054512 | 1/31/2016 |
| USA | CISSELL | 778485 | 10/13/2014 |
| USA | CISSELL | 1352444 | 8/6/2015 |
| USA | Crown Q Design | 3754008 | 3/2/2015 |
| USA | ECON-O-WASH | 1201795 | 7/20/2022 |
| USA | GALAXY | 3587072 | 3/10/2014 |
| USA | GENUINE G PARTS RSPC ALLIANCE LAUNDRY SYSTEMS & Design | 3857771 | 10/5/2015 |
| USA | HUEBSCH | 937549 | 7/11/2022 |
| USA | IPSO | 3798457 | 6/8/2015 |
| USA | IPSO & Rep of Fox Head in Square | 1362929 | 10/1/2015 |
| USA | LOADSTAR | 845408 | 3/5/2018 |
| USA | OPTIDRY | 4191791 | 8/14/2022 |
| USA | QUANTUM | 3586924 | 3/10/2014 |
| USA | RSPC | 1268908 | 3/6/2014 |
| USA | SEARCHIT | 2515079 | 12/4/2021 |
| USA | SMARTSPIN | 2571562 | 5/21/2022 |
| USA | SMARTSPIN In Swirl Device | 2631753 | 10/8/2022 |
| USA | SPEED QUEEN | 353190 | 12/28/2017 |
| USA | SPEED QUEEN IN STYLIZED FORM & UPPER CASE S & Q | 765440 | 2/25/2014 |
| USA | UNILINC | 3546239 | 12/16/2013 |
| USA | UNIMAC | 1479347 | 3/8/2018 |

Trademark Applications:

| <u>Country</u> | <u>Trademark</u> | <u>Appl. No.</u> | <u>Appl. Date</u> |
|----------------|------------------|------------------|-------------------|
| USA | CLEAN TRUTH | 85/641147 | 6/1/2012 |