

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Laundry Systems LLC		11/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	INC. ASSOCIATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	778485	CISSELL	
<b>Registration Number:</b>	4435547	CYGNUS	
<b>Registration Number:</b>	1201795	ECON-O-WASH	
<b>Registration Number:</b>	3587072	GALAXY	
<b>Registration Number:</b>	3857771	GENUINE G PARTS RSPC ALLIANCE LAUNDRY SY	
<b>Registration Number:</b>	0937549	HUEBSCH	
<b>Registration Number:</b>	3798457	IPSO	
<b>Registration Number:</b>	1362929	IPSO	
<b>Registration Number:</b>	0845408	LOADSTAR	
<b>Registration Number:</b>	4767807	MY ALLIANCE	
<b>Registration Number:</b>	4191791	OPTIDRY	
<b>Registration Number:</b>	4607193	OPTISPRAY	
<b>Registration Number:</b>	3754008	Q	
<b>Registration Number:</b>	3586924	QUANTUM	
<b>Registration Number:</b>	2515079	SEARCHIT	
<b>Registration Number:</b>	2571562	SMARTSPIN	
<b>Registration Number:</b>	2631753	SMARTSPIN	
<b>Registration Number:</b>	0353190	SPEED QUEEN	
<b>Registration Number:</b>	3546239	UNILINC	
<b>TRADEMARK</b>			

CH \$765.00 778485

Property Type	Number	Word Mark
Registration Number:	1479347	UNIMAC
Registration Number:	3277043	ALLIANCE PARTS CONNECTION
Registration Number:	3054512	C.A.R.E.
Registration Number:	4640083	CISSELL
Registration Number:	4349074	CLEAN TRUTH
Registration Number:	1268908	RSPC
Registration Number:	1500201	AJAX
Registration Number:	0765440	SPEED QUEEN
Registration Number:	1352444	CISSELL
Serial Number:	86578393	CUSTOMER ONE
Serial Number:	86630871	TOTALVUE

**CORRESPONDENCE DATA**

Fax Number: 2128594000

*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.*

Phone: 2128598778

Email: novika.ishar@friedfrank.com

Correspondent Name: Novika Ishar

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	33748-75
<b>NAME OF SUBMITTER:</b>	Novika Ishar
<b>SIGNATURE:</b>	/NI/
<b>DATE SIGNED:</b>	11/30/2015

**Total Attachments: 6**

source=Badger - 2015 - Trademark Security Agreement Execution Version#page1.tif

source=Badger - 2015 - Trademark Security Agreement Execution Version#page2.tif

source=Badger - 2015 - Trademark Security Agreement Execution Version#page3.tif

source=Badger - 2015 - Trademark Security Agreement Execution Version#page4.tif

source=Badger - 2015 - Trademark Security Agreement Execution Version#page5.tif

source=Badger - 2015 - Trademark Security Agreement Execution Version#page6.tif

**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 November 23, 2015, 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 "Credit Agreement"), among Alliance Laundry Holdings LLC ("Holdings"), the Grantor, the Agent, Bank of Montreal as an Issuing Lender and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Grantor in the form of Term Loans, Revolving Credit Loans, Swing Line 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 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 "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the 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, Swing Line Loans, and Letters of Credit and other financial accommodations to the Grantor pursuant to the 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 Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Guarantee and Collateral Agreement, it granted to the Agent, for the ratable benefit of the Agent and the Secured Parties, 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 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 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 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 Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

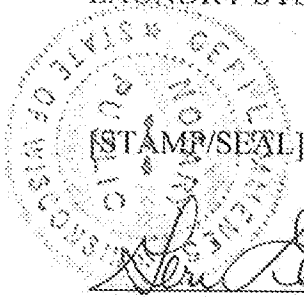
Very truly yours,

ALLIANCE LAUNDRY SYSTEMS LLC,  
as Grantor

By: Jeffrey E. Thoms  
Name: Jeffrey E. Thoms  
Title: Treasurer & Assistant Secretary

STATE OF WISCONSIN  
COUNTY OF FOND DU LAC

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November, 2015 by Jeffrey E. Thoms as Treasurer & Assistant Treasurer of ALLIANCE LAUNDRY SYSTEMS LLC, a Delaware limited liability company.



Geri Lemmenes  
Geri Lemmenes, Notary Public  
My Commission Expires: April 20, 2018

[Signature Page -- Trademark Security Agreement]

[[3559943]]

**TRADEMARK**  
**REEL: 005678 FRAME: 0073**

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

by

Darleen R. DiGrazia  
Name: Darleen R. DiGrazia  
Title: Vice President

STATE OF North Carolina )  
 ) ss.  
COUNTY OF Mecklenburg )

Personally came before me this 29<sup>th</sup> day of November, 2015, the above  
named Darleen R. DiGrazia, known to me to be the Vice President of Bank of  
America, N.A., and the person who executed the foregoing instrument and acknowledged  
the same as the act of that company, by its authority.

Kyle D. Harding  
KYLE D HARDING  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires May 26, 2019

## SCHEDULE I

### Registered Trademarks and Trademark Applications

<u>Country</u>	<u>Trademark Description</u>	<u>Reg. No.</u>
USA	ALLIANCE PARTS CONNECTION	3277043
USA	C.A.R.E.	3054512
USA	CISSELL	778485
USA	CLEAN TRUTH	4349074
USA	CUSTOMER ONE & LOGO	86578393
USA	CYGNUS	4435547
USA	ECON-0-WASH	1201795
USA	GALAXY	3587072
USA	GENUINE G PARTS RSPC ALLIANCE	3857771
USA	HUEBSCH	0937549
USA	IPSO	3798457
USA	IPSO & Rep ofFox Head in Square	1362929
USA	LOADSTAR	0845408
USA	MY ALLIANCE	4767807
USA	OPTIDRY	4191791
USA	OPTISPRAY	4607193
USA	QLOGO	3754008
USA	QUANTUM	3586924
USA	SEARCHIT	2515079
USA	SMARTSPIN	2571562
USA	SMARTSPIN In Swirl Device	2631753
USA	SPEED QUEEN	0353190
USA	TOTALVALUE	86630871
USA	UNILINC	3546239
USA	UNIMAC	1479347
USA	ALLIANCE PARTS CONNECTION	3277043
USA	C.A.R.E.	3054512
USA	CISSELL	4640083

<u>Country</u>	<u>Trademark Description</u>	<u>Reg. No.</u>
USA	CLEAN TRUTH	4349074
USA	RSPC	1268908
USA	AJAX	1500201
USA	SPEED QUEEN	0765440
USA	CISSELL	1352444

[[3559943]]