

02-12-2002

FORM PTO-1594
1-31-92



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U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

2.12.02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

2-12-02

1. Name of conveying party(ies):
Coinmach Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: DE
 Other

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company, as Collateral Agent
Street Address: 31 West 52nd Street (Attn: Ana Rodriguez)
City: New York State: NY ZIP: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership _____
 Corporation-State: NY
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other:
Notice of Security Interest

Execution Date: as of February 1, 2002

4. Application Number(s) or registration number(s):
A. Trademark Application No.(s)
SEE SCHEDULE A ATTACHED HERETO

B. Trademark registration No.(s)
SEE SCHEDULE A ATTACHED HERETO

Additional numbers attached? Yes No

1524891

5. Name and Address of party to whom correspondence concerning document should be mailed:
Name: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maureen P. Murphy Maureen P. Murphy February 4, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: _____
 Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

02/13/2002 LMUELLER 00000059 1524841

01 FC:481

40.00 DP

TRADEMARK
REEL: 002440 FRAME: 0960

Schedule A

Trademarks

Trademarks:

Registrations:

<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Description</u>
Coinmach Corporation	1524841	February 14, 1989 (20 year duration)	United States	"Flexivend"

**NOTICE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Coinmach Corporation, a corporation with principal offices at 303 Sunnyside Boulevard, Plainview, New York 11803 ("the Assignor"), hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 31 W. 52nd Street, New York, New York 10019 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of Assignor's right, title and interest in and to patents, patent applications, registrations, and recordings (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks and Patents, (iv) the goodwill of the businesses symbolized by the Trademarks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of Assignor, as such term is defined in the Security Agreement between Assignor, Assignee and certain other entities party thereto, dated as of January 25, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the

Termination Date (as defined in the Security Agreement), the Assignee shall, in accordance with the provisions of the Security Agreement, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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2- 1-02: 2:21PM:COINMACH CORPORATION :15184840905

IN WITNESS WHEREOF, the undersigned have executed this Agreement as
of the 1st day of February, 2002.

COINMACH CORPORATION, as As-
signor

By: *Robert Doyle*
Name: *Robert Doyle*
Title: *CFO*

BANKERS TRUST COMPANY, as
Collateral Agent, as Assignee

By: _____
Name:
Title.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as

of the 1st day of February, 2002.

COINMACH CORPORATION, as As-
signor

By: _____
Name:
Title:

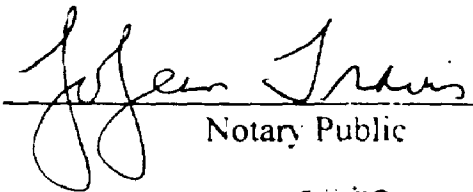
BANKERS TRUST COMPANY, as
Collateral Agent, as Assignee

By: Mary Kay Coyle
Name: MARY KAY COYLE
Title: MANAGING DIRECTOR

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1ST day of February, 2002, before me personally came

MARY KAY COYLE who, being by me duly sworn, did state as follows: that he is
MANAGING DIRECTOR of Bankers Trust Company, that he is authorized to execute the
foregoing Assignment on behalf of said corporation and that he did so by authority of the
Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

Schedule B

None