

09-11-2002



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

9/11/02

Tab settings

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

1. Name of conveying party(ies):

Alliance Laundry Systems LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation, as Administrative Agent

Internal Address: Attn: Chad Blakeman

Street Address: 500 West Monroe, Suite 1700

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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 \_\_\_\_\_

Execution Date: August 2, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional numbers attached?  Yes  No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41): ..... \$515.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.  
Name of Person Signing

Robyn Rahbar  
Signature

9/10/02  
Date

Total number of pages including cover sheet, attachments, and documents: 10

09/11/2002 DBYRNE 00000160 1500201

01 FC:481 40.00 DP  
02 FC:482 475.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002578 FRAME: 0959

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET****4. Application number(s) or registration number(s):**

<b>Title</b>	<b>Reg. No.</b>
AJAX	1,500,201
CARDMATE	2,370,970
DRYSTAR	1,193,008
ECON-O-WASH	1,201,795
EVER SMOOTH	1,205,146
FAST BACK	863,105
HORIZON	2,439,774
HUEBSCH	937,549
LOADSTAR	845,408
Q and Design	738,991
ROUTEMASTER	847,837
RSPC	1,268,908
SEARCHIT	2,515,079
SPEED QUEEN	765,440
SPEED QUEEN	353,190
ULTRA DRY	2,334,735
UNI WASH	1,473,932
UNIMAC	1,479,347
UNIMAT	1,479,346
VENT-PAK	861,021

SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest"), dated as of August 2, 2002 is made by ALLIANCE LAUNDRY SYSTEMS LLC, a Delaware limited liability company (the "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (the "Agent") for the Secured Parties, including the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 2, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, Alliance Laundry Holdings LLC ("Holdings"), the Lenders, the Agent, Lehman Brothers Inc., as Arranger, Lehman Commercial Paper Inc., as Syndication Agent and Fleet National Bank and LaSalle Bank National Association, as Documentation Agents.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to continue loans and other extensions of credit heretofore made to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and Alliance Laundry Corporation executed and delivered a Guarantee and Collateral Agreement, dated as of August 2, 2002, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

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

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent and the Secured Parties to make their respective extensions of credit or financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest, 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. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made solely upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those Trademarks listed on Schedule A hereto) (together with the goodwill of the business symbolized thereby), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.


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

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby 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 Security Interest may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest 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

By:   
Name: Bruce P. Rowan  
Title: VP-CFO

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent for the Secured Parties

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest 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

By: \_\_\_\_\_  
Name:  
Title:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent for the Secured Parties

By: *Pamela D. Eskin*  
Name: *Pamela D Eskin*  
Title: *Duly authorized signatory*

STATE OF Wisconsin )

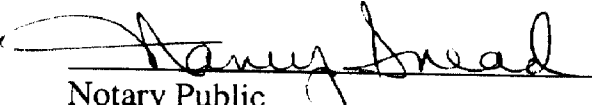
COUNTY OF Ford ) SS:

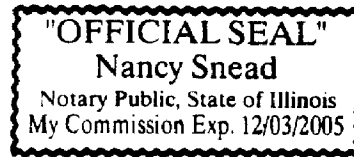
On the 3rd day of September, 2002, before me personally came Bruce P. Kovacs, who is personally known to me to be the VP-CFO of ALLIANCE LAUNDRY SYSTEMS LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the VP-CFO in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Managers of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

James C. Kovacs  
Notary Public

STATE OF Illinois )  
COUNTY OF Cook ) ss:

On the 6<sup>th</sup> day of Sept, 2002, before me personally came Pamela D. Eskra, who is personally known to me to be the Signatory of GENERAL ELECTRIC CAPITAL CORPORATION; who, being duly sworn, did depose and say that she/he is the authorized signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public





**SCHEDULE A****U.S. Trademarks Registrations and Applications**

Title	App. No./ Reg. No.
AJAX	1,500,201
CARDMATE	2,370,970
DRYSTAR	1,193,008
ECON-O-WASH	1,201,795
EVER SMOOTH	1,205,146
FAST BACK	863,105
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HUEBSCH	937,549
LOADSTAR	845,408
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