

MRD 9-4-98

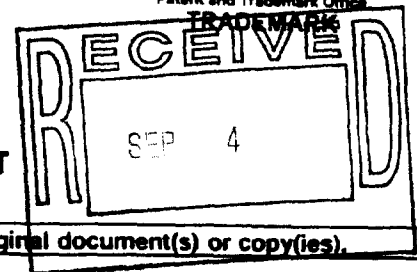
FORM PTO-1618A
Expires 06/30/99
OMB 0851-0027

09-10-1998



100825515

U.S. Department of Commerce
Patent and Trademark Office



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/09/1998 SSMITH 00000058 12163%

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

40.00 OP
475.00 OP

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

TRADEMARK
REEL: 1784 FRAME: 0969

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="See attached"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Daniel J. Schaeffer

Name of Person Signing

Daniel J. Schaeffer

Signature

09/02/98

Date Signed

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

MARK	REGISTRATION NO.	DATE
ACCUBLEACH	1,216,396	11/16/82
DRY CLEAN CITY	1,773,832	05/25/93
DRYSTAR	1,193,008	04/06/82
ECON-O-WASH	1,201,795	07/20/82
EVERSMOOTH	1,205,146	08/17/82
HUEBSCH	937,549	07/11/72
LOADSTAR	845,408	03/05/68
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SPEED QUEEN stylized	353,190	12/28/37
UNIMAC	1,479,347	03/08/88
UNIMAT	1,479,346	03/08/88
UNIWASH	1,473,932	01/26/88
VENT-PAK	861,021	11/26/68

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 5th day of May, 1998 ("Effective Date"), by and between Raytheon Commercial Laundry LLC, a Delaware limited liability company, with its principal office at Post Office Box 990, Ripon, Wisconsin 54971-0990 ("Assignor"), and Alliance Laundry Systems LLC, a Delaware limited liability company, with its principal office at Post Office Box 990, Ripon, Wisconsin 54971-0990 ("Assignee").

WHEREAS, Assignor has entered into an Agreement and Plan of Merger (the "Agreement"), dated as of February 21, 1998, by and among Bain/RCL, L.L.C., a Delaware limited liability company ("Bain/RCL"), RCL Acquisitions, L.L.C., a Delaware limited liability company ("MergeCo"), Assignor and Raytheon Company, a Delaware corporation ("Raytheon"), pursuant to which MergeCo, a transitory merger company formed by Bain/RCL, will merge with and into Assignor, a wholly-owned subsidiary of Raytheon (the "Merger");

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign all of its assets, properties and rights to Assignee, which such assignment shall be deemed to occur simultaneously with the Merger;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively, including variations thereof, and the unregistered trademarks and domain names identified and set forth on Schedule C, and any variations thereof, and the foreign trademark registrations and applications for registration identified and set forth on Schedule D (collectively, the "Marks"), and the goodwill of the business associated therewith.

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, simultaneously with the Merger, its entire right, title and interest in and to the Marks together with all goodwill associated therewith, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and payments by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks set forth in Schedules A, B, C and D are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith. Assignor shall use its best efforts to obtain all third party and governmental consents and approvals necessary to assign all of its rights, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used to Assignee. To the extent that the assignment hereunder by Assignor to Assignee is not permitted or not permitted without the consent of any other party, this Assignment shall not be deemed to constitute an assignment of the rights, title and interest in and to such Marks or the goodwill of the business in connection with which such Marks are used if such consent is not given or if such assignment otherwise would constitute a breach, and Assignee shall assume no rights, title and interest in and to such Marks or the goodwill of the business in connection with which such Marks are used.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate

that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	DATE
None		

SCHEDULE C

UNREGISTERED TRADEMARKS

All-Fabric CompuCare
Built Better To Last Longer
CardMaster
CardMate
CardMate Plus
Compu-Dry
Contempo
Contempo Mate
Contempo Mate stylized
Contempo Mate stylized
Cool 'N' Tumble
Customer One Premier Service
Customer One Service
Drystar 150
Electronic Display Control
Horizon
Huebsch Originators
Marathon Protection
Maxi-Clean
Maxi-Rinse
Micromaster
MicroMaster
Micro-Wand III E
MoneyMaster
Servicenet
Silver Lining
Slim Line
Strong Box
Strong Box Security
Superload II
Supermate
The Stainless Wash
Twinstar
Twin-Tumbler
Ultra-Dry
Ultra-Wash
UniDry

DOMAIN NAMES

speedqueen.com
comlaundry.com
huebschonline.com
uniwash.com

SCHEDULE D**FOREIGN TRADEMARKS**

MARK	REGISTRATION NO.	DATE
ARGENTINA		
DESIGN	1419656	02/26/93
DESIGN	1487566	11/30/93
DRYMAT	1331040	
LAUNDROMAT	1313192	10/03/88
LR	1487565	11/30/93
LAVERAP	1458845	07/30/93
LAVERAP	1487563	11/30/93
LAVERAP	1487564	11/30/93
LAVERAP	1465733	08/31/93
LAVERAP	1465734	08/31/93
LAVERAP	1465735	08/31/93
LAVERAP	1465736	08/31/93
LAVERAP	1465737	08/31/93
LAVERAP	1465738	08/31/93
LAVERAP	1465739	08/31/93
LAVERAP	1465741	08/31/93
LAVERAP	1466115	08/31/93
LAVERAP	1498150	12/01/93
LAVERAP	1545670	11/30/94
LAVERAP	1551423	01/31/95
LAVERAP	1551424	01/31/95

MARK	REGISTRATION NO.	DATE
LAVRAP	1551425	01/31/95
LAVRAP	1551426	01/31/95
LAVRAP	1551427	01/31/95
LAVRAP	1551428	01/31/95
LAVRAP	1551429	01/31/95
LAVRAP	1551430	01/31/95
LAVRAP	1551458	01/31/95
LAVRAP	1551459	01/31/95
LAVRAP	1551460	01/31/95
LAVRAP	1563933	05/31/95
MARATHON	1316192	11/02/88
NOTIRAP	1518034	04/29/94
PLANCHERAP	1465742	08/31/93
PLANCHERAP	1465743	08/31/93
PLANCHERAP	1465744	08/31/93
SPEED QUEEN	1421851	02/26/93
SUPERAP	1563597	05/31/95
VIDEORAP	1518033	04/29/94
AUSTRALIA		
HUEBSCH	A324984	12/12/85
SPEED QUEEN	A124753	09/12/83
UNIMAC	A626329	03/29/94
AUSTRIA		
SPEED QUEEN	58023	09/30/96
BAHRAIN		

MARK	REGISTRATION NO.	DATE
SPEED QUEEN	TM3733	11/25/96
BENELUX		
HUEBSCH	357323	12/12/88
SPEED QUEEN	44314	06/24/89
UNIMAC	456960	03/06/89
BRAZIL		
LAVRAP	812240871	
LAVRAP	812555570	
LAVRAP	812555589	
SPEED QUEEN	003320952	10/21/86
CANADA		
HUEBSCH	TMA280137	06/10/83
RSPC	TMA278487	03/31/83
UNIMAC	TMA367233	03/23/90
CHILE		
SPEED QUEEN	342415	05/09/89
SPEED QUEEN	381536	10/07/91
SPEED QUEEN	389438	07/27/92
CHINA		
SPEED QUEEN	206349	03/30/94
SPEED QUEEN	381326	03/30/94
SPEED QUEEN (in Chinese characters)	930161	01/14/97
UNIMAC	860359	08/07/96
COLOMBIA		

MARK	REGISTRATION NO.	DATE
LAVE-RAP	161576	08/11/94
LAVE-RAP	197523	12/18/97
LAVE-RAP	197524	12/18/97
LAVE-RAP	197525	12/18/97
LAVE-RAP	197709	12/18/97
LAVE-RAP	198326	12/18/97
SPEED QUEEN	70027	11/05/89
COSTA RICA		
SPEED QUEEN	34366/2302	11/02/91
DENMARK		
HUEBSCH	VR3122/1980	08/22/80
EGYPT		
SPEED QUEEN	52262	10/05/86
FINLAND		
UNIMAC	142830	03/05/96
FRANCE		
HUEBSCH	1498023	11/10/88
SPEED QUEEN	1494832	10/21/88
UNIMAC	1524684	04/14/89
GERMANY		
HUEBSCH	DD653588	10/27/93
SPEED QUEEN	772352	04/08/63
SPEED QUEEN	653886	09/12/94
UNIMAC design	1145143	08/24/89
GREAT BRITAIN		

MARK	REGISTRATION NO.	DATE
HUEBSCH	B1106325	12/14/85
SPEED QUEEN	B822545	06/30/96
UNIMAC	1375639	03/04/96
GREECE		
SPEED QUEEN	59642	09/08/87
GUATEMALA		
SPEED QUEEN (stylized form and upper case S & Q)	17951	02/28/87
HONDURAS		
SPEED QUEEN	15680	12/14/88
HONG KONG		
SPEED QUEEN	435/1967	07/09/87
INDIA		
SPEED QUEEN	405479	05/12/90
INDONESIA		
SPEED QUEEN	210552	11/03/86
IRELAND		
SPEED QUEEN	B70745	06/27/87
ISRAEL		
SPEED QUEEN	34862	01/12/93
ITALY		
SPEED QUEEN	439969	08/05/86
UNIMAC	601400	07/13/93
JAMAICA		
SPEED QUEEN	B15813	06/18/92

MARK	REGISTRATION NO.	DATE
JAPAN		
HUEBSCH & KATAKANA	700440	03/03/96
LOADSTAR W/KATAKANA	815839	05/06/89
SPEED QUEEN	1351949	10/31/88
SPEED QUEEN	718776	09/05/96
JORDAN		
SPEED QUEEN	14457	03/09/84
KOREA		
HUEBSCH	76759	06/20/91
UNIMAC	248774	09/04/92
KUWAIT		
SPEED QUEEN	5435	01/08/93
MALAYA		
HUEBSCH	54/81	01/08/88
SPEED QUEEN	M/88687	11/19/87
MEXICO		
HUEBSCH	289105	12/08/91
LAVE-RAP	539618	12/10/96
LAVE-RAP	539619	12/10/96
LAVE-RAP	539620	12/10/96
LAVE-RAP	540644	12/10/96
LAVE-RAP	552730	12/10/96
LAVERAP and design	553905	06/10/97

MARK	REGISTRATION NO.	DATE
LAVRAP and design	553906	06/10/97
LAVRAP and design	553907	06/10/97
LAVRAP and design	555159	06/10/97
LAVRAP and design	555676	06/10/97
SPEED QUEEN	240836	04/30/94
SWA NAMIBIA		
SPEED QUEEN	0150/84 (SWA)	03/16/94
SPEED QUEEN	0151/84 (SWA)	03/06/94
NEW ZEALAND		
SPEED QUEEN	37503	04/05/95
UNIMAC	235530	03/28/94
NIGERIA		
SPEED QUEEN	31429	09/01/84
O.A.P.I.		
SPEED QUEEN	18899	11/05/77
PANAMA		
SPEED QUEEN (stylized form and upper case S & Q)	27361	10/20/91
PARAGUAY		
LAVE-RAP	196862	09/08/97
LAVE-RAP	198007	12/17/97
LAVE-RAP	198008	12/17/97
LAVE-RAP	198009	12/17/97

MARK	REGISTRATION NO.	DATE
SPEED QUEEN	149609	12/31/91
PERU		
LAVE-RAP	10416	04/29/92
LAVE-RAP	34117	03/18/97
LAVE-RAP	34218	03/18/97
LAVE-RAP	34782	04/04/97
LAVE-RAP	10447	04/17/97
LAVE-RAP	10469	04/21/97
LAVE-RAP and design	012825	01/06/98
LAVE-RAP and design	012826	01/06/98
LAVE-RAP and design	041468	01/06/98
LAVE-RAP and design	041469	01/06/98
LAVE-RAP and design	041581	01/06/98
SPEED QUEEN	10927	11/07/92
PHILIPPINES		
SPEED QUEEN	13931	06/06/88
SABAH		
HUEBSCH	S/27305	01/08/88
SPEED QUEEN	1111/80 (S/27077)	11/19/87
SARAWAK		
HUEBSCH	SAR/22596	01/17/88
SPEED QUEEN	1111/80 (SAR/822)	11/21/87

MARK	REGISTRATION NO.	DATE
SAUDI ARABIA		
HUEBSCH ORIGINATORS	243/62	03/30/91
SIMPLEX	247/73	07/06/91
SPEED QUEEN	47/56	10/08/91
SINGAPORE		
HUEBSCH	B54/81	01/06/88
SOUTH AFRICA		
HUEBSCH	B6176/78	12/27/88
SPEED QUEEN	461/39/1	04/15/87
SPEED QUEEN	461/39/2	04/15/87
SPEED QUEEN	461/39/3	04/15/87
SPEED QUEEN	6723/83	09/20/93
SPAIN		
SPEED QUEEN	508897	12/30/88
UNIMAC	1589365	09/20/90
SWITZERLAND		
HUEBSCH SPEED QUEEN	306061	08/18/80
SPEED QUEEN	347773	07/04/86
UNIMAC	391934	07/30/91
TAIWAN		
SPEED QUEEN	45153	06/01/90
SPEED QUEEN	479488	03/16/90
SPEED QUEEN	485405	05/16/90
THAILAND		

MARK	REGISTRATION NO.	DATE
HUEBSCH	115938/72996	12/24/90
SPEED QUEEN	115723/73167	12/08/90
UNIMAC	258130/KOR24124	12/29/93
URUGUAY		
LAVE-RAP	47220	03/02/94
VENEZUELA		
SPEED QUEEN	42880F	01/17/78

FOREIGN TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	DATE
ARGENTINA		
DESIGN	1950583	12/06/94
DESIGN	1950584	12/06/94
DESIGN	1950585	12/06/94
EXTRARAP	2049105	09/16/96
LAUNDROMAT	2084175	05/26/97
LAVE-RAP	2047214	09/02/96
LAVE-RAP (FOAM)	2054990	10/30/96
LAVE-RAP	2054991	10/30/96
LAVE-RAP (FOAM)	2055048	10/30/96
LAVE-RAP	2055059	10/30/96
LAVE-RAP	2055060	10/30/96
LAVE-RAP	2084168	5/26/97
LAVE-RAP	2086293	06/06/97
LAVE-RAP	2086294	06/06/97
LAVE-RAP	2086295	06/06/97
LAVE-RAP	2086296	06/06/97
LAVE-RAP	2086297	06/06/97
SANIRAP	1933272	08/18/94
BRAZIL		
LAVE-RAP	819624446	01/27/97
LAVE-RAP	819624454	01/27/97

MARK	APPLICATION NO.	DATE
LAVE-RAP	819624470	01/27/97
LAVE-RAP	819624489-497	01/27/97
LAVE-RAP	963006	01/27/97
LAVE-RAP and design	820107727/735	06/06/97
LAVE-RAP and design	820107743	06/06/97
LAVE-RAP and design	820107751	06/06/97
LAVE-RAP and design	820107760	06/06/97
LAVE-RAP and design	820107778	06/06/97
CHILE		
LAVE-RAP	363289	12/05/96
LAVE-RAP	363290	12/05/96
LAVE-RAP	363291	12/05/96
LAVE-RAP	364384	12/18/96
LAVE-RAP	36485	12/18/96
MEXICO		
LAVE-RAP and design	41268	06/05/97
PAKISTAN		
SPEED QUEEN	110098	03/19/91
SPEED QUEEN	109730	02/20/91
PARAGUAY		
LAVE-RAP	22735	11/01/96
LAVE-RAP	22738	11/01/96

MARK	APPLICATION NO.	DATE
UNITED ARAB EMIRATES		
SPEED QUEEN	4477	01/15/94
URUGUAY		
LAVE-RAP	291258	11/12/96
LAVE-RAP	291259	11/12/96
VENEZUELA		
LAVE-RAP	21.444-96	12/16/96
LAVE-RAP	21.445-96	12/16/96
LAVE-RAP	21.447-96	12/16/96
LAVE-RAP	21.448-96	12/16/96
LAVE-RAP	21.449-96	12/16/96

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UNIMAT	1,479,346	03/08/88
UNIWASH	1,473,932	01/26/88
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