

03/23/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-20-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



APR 23 PM 3:24

OPR/FINANCE

101326449

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKATA

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 not domiciled in the United States, appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/20/2000 JSHABAZZ 00000160 75140194

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

Ref: 04/20/2000 JSHABAZZ 00000160 75140194
Name/Number: 75140194
\$85.00 CR
FC: 704

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PT 5295601381S
TRADEMARK

REEL: 002055 FRAME: 0115

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" value="75140194"/>	<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="1500201"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1905321"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="863105"/>	<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.

Garland E. Autrey

Name of Person Signing

Signature

3/23/2000

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 6th day of March, 2000 ("Effective Date"), by and among American Laundry Machinery, Inc., a Delaware corporation, with its principal office at 5050 Section Avenue, Cincinnati, Ohio (the "Assignor"), and Alliance Laundry Systems LLC, a Delaware limited liability company, with its principal office at Shepard Street, P.O. Box 990, Ripon, Wisconsin (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, Assignor, Assignee, Rapid Service Co., an Ohio corporation, George L. Strike and Anthony Y. Strike have entered into that certain Asset Purchase Agreement dated as February 22, 2000 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee substantially all of the assets and properties relating to the Intellectual Property of Assignor's Business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used; and

WHEREAS, the execution and delivery of this Assignment by Assignor and Assignee of this Assignment are conditions to the consummation of the transactions contemplated by the Asset Purchase Agreement;

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, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any 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 or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages 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 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 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.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States and any foreign equivalents.

This Assignment may be executed in one or more counterparts and by facsimile transmitted signature, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto.

To the extent any provision herein is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have executed this

Assignment by their duly authorized representatives as of the date first written above.

ASSIGNOR:

AMERICAN LAUNDRY MACHINERY, INC.

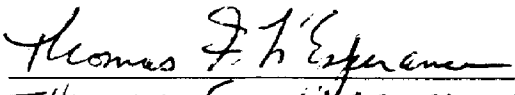
By: 

Name: H-Y. STRIKE

Its: PRESIDENT

ASSIGNEE:

ALLIANCE LAUNDRY SYSTEMS LLC

By: 

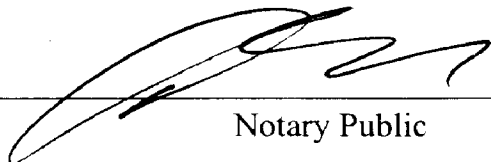
Name: THOMAS F. L'ESPERANCE

Its: CEO

(Signature Page to the Trademark Assignment Agreement)

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

On this 6th day of March, 2000, there appeared before me Anthony
V. Spilke, personally known to me, who acknowledged that he signed the foregoing
Assignment as his voluntary act and deed on behalf and with full authority of America Laundry
Machinery, Inc

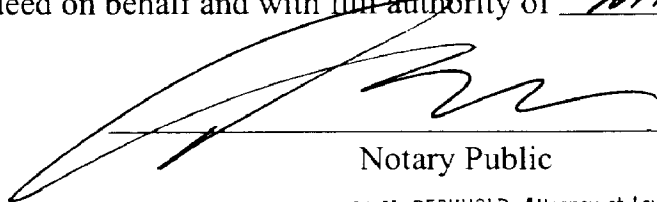


Notary Public

CHRISTOPHER M. DEWALD, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

On this 6th day of March, 2000, there appeared before me Thomas
L'Esperance, personally known to me, who acknowledged that he signed the foregoing
Assignment as his voluntary act and deed on behalf and with full authority of Alliance
Laundry Systems LLC



Notary Public

CHRISTOPHER M. DEWALD, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

SCHEDULE A
U.S. MARKS

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.
AJAX	1500201
DESIGN (EAGLE OF 1993)	1905321
FAST BACK	863105

U.S. TRADEMARK APPLICATIONS

MARK	REG. NO.
SMART REVERSE	75/140194

SCHEDULE B
FOREIGN MARKS

<u>MARK</u>	<u>REG NO.</u>	<u>COUNTRY</u>
AJAX	61629	Austria
AJAX	436924	Benelux
AJAX	293609	Canada
AJAX	856311	China
AJAX	1129715	Germany
AJAX	32296	Greece
AJAX	305 of 1965	Hong Kong
AJAX	607471	Japan
AJAX	289109	Mexico
AJAX	505411	Mexico
AJAX	64/3796	South Africa
AJAX	334587	Switzerland
AJAX (STYLIZED)	94549085	France
AJAX AND DESIGN (EAGLE OF 1993)	94549086	France