

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

SpinCycle, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: SpinCycle, LLC

Internal

Address: \_\_\_\_\_

Street Address: Suite 400  
15900 N. Greenway Hayden Loop

City: Scottsdale State: AZ Zip: 85260

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

Other Limited Liability Company

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

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

A. Trademark Application No.(s)  
76/085,599

B. Trademark Registration No.(s)  
2,051,510, 2,056,312, 2,108,736,  
2,272,233, 2,278,029, 2,306,227

Additional number(s) attached  Yes  No 2,307,593, 2,309,316

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

Name: Mark T. Koerner

Internal Address: \_\_\_\_\_

Street Address: 161 N. Clark Street, #3100

City: Chicago State: IL Zip: 60601-3224

6. Total number of applications and registrations involved: \_\_\_\_\_

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500276

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

DO NOT USE THIS SPACE

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.

Mark T. Koerner  
Name of Person Signing

[Signature]  
Signature

07/19/01  
Date

6

Total number of pages including cover sheet, attachments, and document:

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

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Assignor:** SpinCycle, Inc.,  
a Delaware corporation.

**Assignee:** SpinCycle, LLC,  
a Delaware limited liability company.

**TRADEMARK / SERVICE MARK ASSIGNMENT**

This Trademark Assignment, is made and entered into as of the 15<sup>th</sup> day of July 2001, by and between SpinCycle, Inc., a Delaware Corporation, with its principal place of business at 15990 N. Greenway Hayden Loop, Suite 400, Scottsdale, Arizona 85260 ("Assignor") and SpinCycle, LLC, a Delaware Limited Liability Company with its principal place of business at 15990 N. Greenway Hayden Loop, Suite 400, Scottsdale, Arizona 85260 ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the owner of the entire right, title and interest in and to the trademarks and service marks, and the registrations and applications therefore (collectively the "Trademarks"), which have been issued by the United States Patent and Trademark Office and are listed on Exhibit A attached hereto.

**WHEREAS**, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks in accordance with the terms of this Trademark Assignment; and

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, throughout the United States and throughout the world: (a) all of Assignor's right, title and interest in and to the Trademarks, including all existing and future registrations of such trademarks and all renewals thereof; (b) the good will of Assignor's business in connection with which the Trademarks are used and which is symbolized by said Trademarks; (c) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including, without limitation,

payments under all licenses entered into in connection with the Trademarks and all damages and payments for past and future infringements of the Trademarks; (d) the right to sue for past, present and future infringements of the Trademarks; and (e) all other rights and benefits corresponding to the Trademarks.

2. Assignee hereby accepts the assignment of the Trademarks subject to the terms of this Trademark / Service Mark Assignment.

3. At Assignee's reasonable request and without further consideration, Assignor will execute and deliver such other instruments and take such other action as Assignee may request for the consummation or documentation of the assignment of said Trademarks.

4. Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all United States Trademark / Service Mark Registrations on the Trademarks referenced herein directly to Assignee of the entire interest.

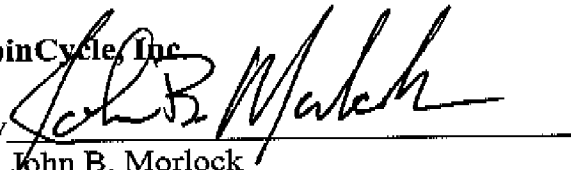
5. Assignor respectfully requests that the Commissioner of Patents and Trademarks record this Trademark / Service Mark Assignment in the United States Patent and Trademark Office against the file of the applications herein described.

**IN WITNESS WHEREOF**, Assignor has executed this Trademark / Service Mark Assignment as of the date first written above.

ASSIGNOR:

SpinCycle, Inc

By



John B. Morlock

Its: Chief Executive Officer

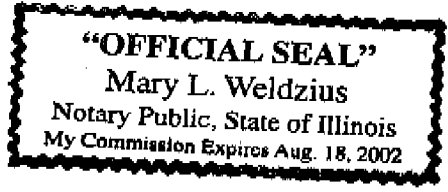
STATE OF Illinois  
COUNTY OF Cook ) ss

I, Mary L. Weldzius, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John B. Morlock, Chief Executive Officer of SpinCycle, Inc., is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, as such CEO, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th day of July, 2001.

Mary L. Weldzius  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A****Registered Trademarks and Service Marks:**

<b><u>Trademark</u></b>	<b><u>Country of Registration</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
SPINCYCLE	Mexico	515,676	January 29, 1996
SPINCYCLE, INC. (and design)	Mexico	585,807	April 26, 1998
WE LOVE YOUR DIRTY LAUNDRY	Mexico	545,568	March 31, 1997
SPINCYCLE	USA	2,051,510	April 8, 1997
SPINCYCLE, INC. (and design)	USA	2,056,312	April 22, 1997
WE LOVE YOUR DIRTY LAUNDRY	USA	2,108,736	October 28, 1997
SPINCYCLE COIN LAUNDRY (and design)	USA	2,272,233	August 24, 1999
SPINCYCLE COIN LAUNDRY	USA	2,278,029	September 14, 1999
TLC	USA	2,306,227	January 4, 2000
TOTAL LAUNDRY CARE (and design)	USA	2,307,593	January 11, 2000
TOTAL LAUNDRY CARE GIVE US YOUR LAUNDRY... WE'LL GIVE YOU MORE TIME	USA	2,309,316	January 17, 2000
SPINCYCLE, INC. (and design)	Canada	519,193	November 11, 1999
WE LOVE YOUR DIRTY LAUNDRY	Canada	539,076	January 2, 2001

**Pending Trademark and Service Mark Applications:**

<u>Trademark</u>	<u>Country of Application</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
SPINCYCLE	USA	76/085,599	July 7, 2000
SPINCYCLE	Canada	1,085,411	December 6, 2000