

02-11-2002



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U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

2.1102

To the Honorable Commission... and Trademarks: Please record the attached original documents or copy thereof.

2-11-02

1. Name of conveying party(ies):
 Bankers Trust Company, as Collateral Agent

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

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

2. Name and address of receiving party(ies):
 Name: Coinmach Corporation
 Street Address: 303 Sunnyside Blvd.
 City: Plainview State: NY ZIP: 11803

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership _____
 Corporation-State Delaware
 Other: _____

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Release

Execution Date: as of January 25, 2002

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)
 SEE SCHEDULE I ATTACHED HERETO

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

Additional numbers attached? Yes No

1524841

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

6. Total number of applications and registrations involved: 1

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

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

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
 Name of Person Signing

Maureen P. Murphy
 Signature

February 4, 2002
 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

02/12/2002 GT0N11 00000061 1524841
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TRADEMARK
 REEL: 002440 FRAME: 0794

SCHEDULE I

TRADEMARKS

Registrations:

<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Description</u>
Coinmach Corporation	1524841	2/14/89	United States	"Flexivend"

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (this "Release"), dated as of January 25, 2002, made by Bankers Trust Company, as Collateral Agent ("Collateral Agent"), in favor of Coinmach Corporation (the "Pledgor").

R E C I T A L S :

A. The Pledgor and Collateral Agent entered into a certain Assignment of Security Interest in Trademarks and Patents, dated as of January 8, 1997 and recorded as to Trademarks with the Trademarks Division of the United States Patent & Trademark Office on October 23, 1997 in Reel 1527, Frame 0551 (the "Agreement"; capitalized terms used herein and not defined shall have the meanings set forth in the Agreement), pursuant to which the Pledgor granted to the Collateral Agent a lien on and security interest in certain Collateral owned by the Pledgor.

B. In accordance with the terms of the Agreement, the Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, the Pledgor has requested the Collateral Agent to release, and the Collateral Agent has agreed to release, its lien on all Collateral pledged pursuant to the Agreement.

A G R E E M E N T :

The Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Collateral, including, without limitation, the Trademarks identified on Schedule I annexed hereto and any reissues, extensions and re-examinations thereof (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances granted by the Pledgor in favor of Collateral Agent in the Released Collateral pursuant to the Agreement shall hereby terminate and revert to the Pledgor and all right, title and interest of Collateral Agent in the Released Collateral under the Agreement will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as of
the date first written above.

Bankers Trust Company
as Collateral Agent

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