

10-30-2003
102587750

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

1. Name of conveying party(ies):

SPIN CYCLE, 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: LUCKY SPIN LAUNDRIES, LLC

Internal Address: _____

Street Address: 6500 Flotilla Street

City: Los Angeles State: CA Zip: 90040

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 17, 2003

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

A. Trademark Application No.(s) N/A

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1) 2,056,312; 2) 2,278,029; 3) 2,272,233; 4) 2,051,510;
5) 2,570,899; 6) 2,306,277;
7) 2,309,316; 8) 2,307,593; 9) 2,108,736; 10) 2,570,899

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

Name: Christopher J. Kelly, Esq.

Internal Address: _____

Street Address: Richman, Mann, Chizever, Phillips & Duboff
9601 Wilshire Boulevard, Penthouse

City: Beverly Hills State: CA Zip: 90210

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Christopher J. Kelly  October 24, 2003

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

OFFICE OF PHILIPS RECORDS
103 OCT 27 AM 11:19
FINANCE SECTION

10/29/2003 ECOOPER 00000169 2056312

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

01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Assignment") is made as of the 17th day of October, 2003, by SpinCycle, LLC, a Delaware limited liability company ("Assignor"), to Lucky Spin Laundries, LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of August 8, 2003 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Transferred Assets (as defined in the Asset Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed, upon the request of Assignee, to execute such instruments as may be reasonably necessary in order to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, Pursuant to the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee or its assignee, and Assignee or its permitted assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names relating to the Transferred Assets (as defined in the Asset Purchase Agreement), including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names set forth on Schedule A, attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks") together with the goodwill of the business associated therewith and which is symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Jurisdiction. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed

in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

3. Further Assurances. Assignor agrees to execute and deliver at the request of the Assignee, all instruments of transfer and other documents, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and otherwise in order to carry out the purposes and intent of this Assignment and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

4. Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed or construed to increase, alter or modify any of the obligations, agreements, covenants or warranties of the Assignor or the Assignee under the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

[signature pages to follow]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

Assignor:

SPINCYCLE, LLC

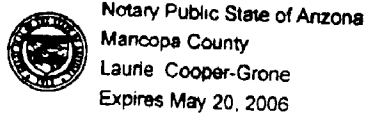
By: *CLM*
Title: COO

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) SS.:

On this 29th day of September 2003, before me, Laurie Cooper-Grone, personally appeared CHRIS Lombardi COO of SpinCycle, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Laurie Cooper-Grone
Notary Public



ACKNOWLEDGED AND ACCEPTED this Assignment from Assignor as of the date first above written.

Assignee:

LUCKY SPIN LAUNDRIES, LLC

By: _____
Title: _____

STATE OF California
COUNTY OF Los Angeles SS.:

On this 15 day of October, 2003, before me, Marianne Merrill, personally appeared Eric Steinberg Pres PWS, Inc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Marianne Merrill
Notary Public



SCHEDULE A

REGISTERED TRADEMARKS					
Trademark	Owner	Country of Registration	Registration Number	Registration Date	Expiration Date
SPINCYCLE INC (and design)	SpinCycle, LLC	USA	2,056,312	04/22/1997	04/22/2007
SPINCYCLE INC (and design)	SpinCycle, LLC	Canada	TMA519,19 3	11/08/1999	11/08/2014
SPINCYCLE COIN LAUNDRY	SpinCycle, LLC	USA	2,278,029	09/14/1999	09/14/2009
SPINCYCLE COIN LAUNDRY (and design)	SpinCycle, LLC	USA	2,272,233	08/24/1999	08/24/2009
SPINCYCLE	SpinCycle, LLC	USA	2,051,510	04/08/1997	04/08/2007
SPINCYCLE	SpinCycle, LLC	USA	2,570,899	05/21/2002	05/21/2012
SPINCYCLE, INC (and design)	SpinCycle, LLC*	Mexico	585,807	01/13/1999	04/26/2006
SPINCYCLE	SpinCycle, LLC*	Mexico	515,676	01/29/1996	01/09/2006
TLC	SpinCycle, LLC	USA	2,306,227	01/04/2000	01/04/2010
TOTAL LAUNDRY CARE GIVE US YOUR LAUNDRY... WE'LL GIVE YOU MORE TIME	SpinCycle, LLC	USA	2,309,316	01/18/2000	01/18/2010
TOTAL LAUNDRY CARE (and design)	SpinCycle, LLC	USA	2,307,593	01/11/2000	01/11/2010
WE LOVE YOUR DIRTY LAUNDRY	SpinCycle, LLC*	Mexico	545,568	03/31/1997	02/28/2007

WE LOVE YOUR DIRTY LAUNDRY	SpinCycle, LLC	Canada	TMA539,07 6	01/02/2001	01/02/2016
WE LOVE YOUR DIRTY LAUNDRY	SpinCycle, LLC	USA	2,108,736	10/28/1997	10/28/2007
SPINCYCLE	SpinCycle, LLC	USA	2,570,899	05/21/2002	5/21/2012

*This mark was assigned from SpinCycle, Inc. to SpinCycle, LLC on July 15, 2001, however, Client indicated that it did not wish to record the assignment with the Mexican Institute of Industrial Property (IMPI).

PENDING TRADEMARK APPLICATIONS				
Trademark	Applicant	Country of Registration	Application Number	Filing Date
SPINCYCLE	SpinCycle, LLC	Canada	1,085,411	12/06/2000