

11-03-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

102590056 TRADEMARK

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

Tab settings

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

1. Name of conveying party(ies):

Lucky Spin Laundries, LLC

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/17/03

2. Name and address of receiving party(ies)

Name: Fortress Credit Opportunities I LP, as Agent

Internal

Address:

Street Address: 1251 Avenue of the Americas

City: New York State: NY Zip: 10020

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

None.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional number(s) attached Yes No

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

Name: Tracey D. Bennett

Internal Address: Otterbourg, Steindler, Houston

& Rosen, P.C.

Street Address: 230 Park Avenue

New York State: NY Zip: 10169

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:

11/03/2003 FC:0521 FC:0522

9. Signature.

40.00 00 225.00 00

DO NOT USE THIS SPACE

Tracey D. Bennett

Name of Person Signing

Signature

10/31/03 Date

Total number of pages including cover sheet, attachments, and document: 5

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

SCHEDULE A
TO
TRADEMARK COVER SHEET

Trademarks

REGISTERED TRADEMARKS				
Trademark	Country of Registration	Registration Number	Registration Date	Expiration Date
SPINCYCLE INC (and design)	USA	2,056,312	04/22/1997	04/22/2007
SPINCYCLE COIN LAUNDRY	USA	2,278,029	09/14/1999	09/14/2009
SPINCYCLE COIN LAUNDRY (and design)	USA	2,272,233	08/24/1999	08/24/2009
SPINCYCLE	USA	2,051,510	04/08/1997	04/08/2007
SPINCYCLE	USA	2,570,899	05/21/2002	05/21/2012
TLC	USA	2,306,227	01/04/2000	01/04/2010
TOTAL LAUNDRY CARE GIVE US YOUR LAUNDRY...WE'LL GIVE YOU MORE TIME	USA	2,309,316	01/18/2000	01/18/2010
TOTAL LAUNDRY CARE (and design)	USA	2,307,593	01/11/2000	01/11/2010
WE LOVE YOUR DIRTY LAUNDRY	USA	2,108,736	10/28/1997	10/28/2007
SPINCYCLE	USA	2,570,899	05/21/2002	5/21/2012

ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, LUCKY SPIN LAUNDRIES, LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor and certain affiliates have entered into a Security Agreement, dated October 17, 2003 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of Fortress Credit Opportunities I LP, as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

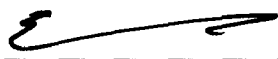
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 17, 2003.

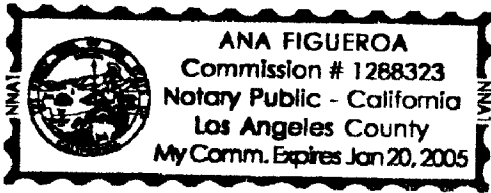
LUCKY SPIN LAUNDRIES, LLC

By: PWS, Inc., as sole manager

By: 
Name: ERIC S. STEINBERG
Title: President, PWS, Inc.
Manager

COUNTY OF LOS ANGELES

On this 17th day of October, 2003, before me personally came Eric S. Steinberg to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Manager of Lucky Spin Laundries, LLC, a Delaware limited liability company, and that s/he executed the foregoing instrument in the firm name of PWS, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



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SCHEDULE A
TO
ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

REGISTERED TRADEMARKS				
Trademark	Country of Registration	Registration Number	Registration Date	Expiration Date
SPINCYCLE INC (and design)	USA	2,056,312	04/22/1997	04/22/2007
SPINCYCLE INC (and design)	Canada	TMA519,193	11/08/1999	11/08/2014
SPINCYCLE COIN LAUNDRY	USA	2,278,029	09/14/1999	09/14/2009
SPINCYCLE COIN LAUNDRY (and design)	USA	2,272,233	08/24/1999	08/24/2009
SPINCYCLE	USA	2,051,510	04/08/1997	04/08/2007
SPINCYCLE	USA	2,570,899	05/21/2002	05/21/2012
SPINCYCLE, INC (and design)	Mexico	585,807	01/13/1999	04/26/2006
SPINCYCLE	Mexico	515,676	01/29/1996	01/09/2006
TLC	USA	2,306,227	01/04/2000	01/04/2010
TOTAL LAUNDRY CARE GIVE US YOUR LAUNDRY...WE'LL GIVE YOU MORE TIME	USA	2,309,316	01/18/2000	01/18/2010
TOTAL LAUNDRY CARE (and design)	USA	2,307,593	01/11/2000	01/11/2010
WE LOVE YOUR DIRTY LAUNDRY	Mexico	545,568	03/31/1997	02/28/2007
WE LOVE YOUR DIRTY LAUNDRY	Canada	TMA539,076	01/02/2001	01/02/2016
WE LOVE YOUR DIRTY LAUNDRY	USA	2,108,736	10/28/1997	10/28/2007
SPINCYCLE	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, assignment was not recorded with the Mexican Institute of Industrial Property (IMPI).

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

237344