

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Laundromart, Inc.		12/29/2004	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alliance Laundry Systems LLC		
<b>Street Address:</b>	P.O. Box 990 / Shepard and Hall Streets		
<b>City:</b>	Ripon		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54971		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78191176	LAUNDROMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)256-4475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-256-4486		
<b>Email:</b>	Lwedeward@gblaw.com		
<b>Correspondent Name:</b>	Lori A. Wedeward		
<b>Address Line 1:</b>	2 N. Central Avenue		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>NAME OF SUBMITTER:</b>	Kevin R. Merritt		
<b>Signature:</b>	/Kevin R. Merritt/		
<b>Date:</b>	03/21/2005		

CH \$40.00 78191176

Total Attachments: 9

**900021599**

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**INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is dated December 29, 2004, by and between LAUNDROMART, INC., a Florida corporation ("Borrower") and ALLIANCE LAUNDRY SYSTEMS LLC, a Delaware limited liability company ("Secured Party"), and is executed pursuant to that certain Assumption Agreement between Borrower and Secured Party of even date herewith (the "Assumption Agreement").

**RECITALS**

WHEREAS, Secured Party and FDL Holdings, Inc., a Florida corporation ("Original Borrower") entered into that certain Loan Agreement dated as of February 5, 2001, pursuant to which Secured Party agreed to extend certain credit facilities to Original Borrower. Secured Party and Original Borrower are entering into that certain First Amendment to Loan Agreement of even date herewith (the "First Amendment"), pursuant to which said credit facilities are being increased and extended (the Loan Agreement, as amended by the First Amendment, and as the same may hereafter be amended, modified, renewed, restated or replaced, is collectively referred to herein as the "Loan Agreement"); and

WHEREAS, Borrower and Original Borrower are commonly controlled, and Borrower was formed in order to participate in the business being conducted by Original Borrower and financed through the proceeds of the credit made available pursuant to the Loan Agreement; and

WHEREAS, as a condition precedent to Secured Party's willingness to enter into the First Amendment, to increase the amount and extend the term of the Loan, Secured Party has required that Borrower (i) assume all obligations as a "Borrower" under the Loan Agreement, which Borrower is willing to do in accordance with the Assumption Agreement, and (ii) secure Borrower's obligations under the Assumption Agreement and the Loan Agreement, as assumed, pursuant to the creation of a security interest in all of Borrower's assets; and

WHEREAS, Borrower is willing to grant such security interest and has agreed to enter into this Security Agreement for that purpose.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter expressed, the parties hereto do hereby agree as follows:

1. **Definitions.** All capitalized terms defined in the Loan Agreement and which are used as defined terms in this Security Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement, the applicable provisions of which Loan Agreement are incorporated herein. All references herein to "Borrower's Obligations," the "obligations of Borrower," or similar terms shall mean and refer to the obligations of Original Borrower under the Loan Agreement and of Borrower under the Loan Agreement as assumed pursuant to the Assumption Agreement. All terms used herein which are not defined in the Loan Agreement but which are defined in the Wisconsin Uniform Commercial Code (the "Code") shall have the same meanings herein as in the Code unless the context in which such terms are used herein indicates otherwise.

2. **Security Interest.** To secure the complete and timely satisfaction of all of the Borrower's Obligations, the Debtor hereby grants to Secured Party, as and by way of a security interest having priority over all other security interests, with power of sale to the extent permitted by law upon the occurrence of an Event of Default, all of the Debtor's right, title and interest in and to the following assets (collectively, the "Collateral"):

(i) all trademarks, trademark registrations, trade names, trade name registrations, service marks, service mark registrations, and trademark or trade name or service mark applications of the Debtor now existing or hereafter arising, including without limitation such as are listed on Exhibit A attached hereto and made a part hereof, as the same may be amended from time to time, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of the business operated by the Debtor connected with and symbolized by any trademarks or trade names (all of the foregoing trademarks, trademark registrations, trade names, trade name registrations, and applications, together with the items described in clauses (a) - (e), are sometimes herein individually and/or collectively referred to as the "Trademarks"); and

(ii) all improvements, inventions, works of authorship, trade secrets, "know-how," and all other intellectual property of the Debtor now existing or hereafter arising and not described above (collectively, the "Other IP"); and

(iii) all license agreements now existing or hereafter arising, including without limitation such as are listed on Exhibit B attached hereto and made a part hereof, pursuant to which the Debtor has licensed the right to use

the Trademarks and/or the Other IP (all of the foregoing are hereinafter referred to collectively as the "Licenses").

**3. Representations, Warranties And Covenants.** The Debtor hereby represents, warrants and covenants to Secured Party as follows:

**3.1** The Debtor is the owner of all rights in the Collateral, except the portion thereof consisting of after-acquired property, and the Debtor will be the owner of such after-acquired property, free from any lien, except permitted liens.

**3.2** There is listed in Exhibit C attached hereto the state of incorporation of the Debtor, the location of the chief place of business of the Debtor and, if different, the location(s) where the books and records of the Debtor are kept. Except as set forth on Exhibit C, the Debtor shall not (a) change its state of incorporation, (b) change any such location(s), (c) change its corporate name, or (d) conduct a business under any other names or use any trade names or fictitious names without, in each case, giving to Secured Party thirty days' prior written notice of any such change.

**4. Covenants re Existing and Future Trademarks.** If, before the Borrower's Obligations have been satisfied in full, the Debtor shall obtain rights to any other trademarks or trade names, or registrations thereof or applications, licenses or grants therefor, or any other intellectual property, the provisions of this Security Agreement shall automatically apply thereto, the Debtor shall be deemed to have granted and does hereby grant to Secured Party a first priority security interest therein to secure the complete and timely satisfaction of all of the Borrower's Obligations, and the Debtor shall give Secured Party prompt written notice thereof. During the term of this Security Agreement and at its own expense, the Debtor will diligently prosecute and seek to obtain all existing trademark applications worldwide and will apply for registration with the U.S. Patent and Trademark Office and do all things necessary to obtain and maintain such registrations with respect to all future Trademarks used in the United States which, in the reasonable exercise of the Debtor's business judgment, are material to the Debtor's business. The Debtor will notify Secured Party of any unauthorized use by others of the Trademarks which may have a material adverse effect on the Debtor's business promptly as it comes to the Debtor's attention (meaning the attention of any executive officer possessing familiarity with the Trademarks). In the event of any unauthorized use of a Trademark by a third party, the Debtor will diligently pursue all appropriate action, as determined by the Debtor in the reasonable exercise of its business judgment, including, but not limited to, diligent efforts to persuade the alleged infringer or violator to desist, and/or the bringing and prosecuting of an appropriate suit or other proceeding against the infringer.

5. **Insurance.** The Debtor shall maintain such insurance, written by such insurers and in such amounts and on such forms as are reasonable and customary in the circumstances and satisfactory to Secured Party.

6. **Protection of Collateral.** In the event of the failure of the Debtor to (a) maintain in force and pay for any insurance which the Debtor is required to provide pursuant to this Security Agreement, (b) keep the Collateral free from any and all liens, and (c) pay when due all taxes, levies and assessments on or in respect of the Collateral, Secured Party, at its option, may (but shall not be required to) procure and pay for such insurance, or otherwise make good any other aforesaid failure of the Debtor. All sums advanced by Secured Party, with interest thereon at the "Default Rate," as defined in the Note, following an Event of Default, shall be part of the Borrower's Obligations, payable on demand.

7. **Financing Statements; Further Assurances.** By its authentication of this Security Agreement, the Debtor authorizes Secured Party to file such financing statements, continuation statements, amendments to financing statements and other documents, in form satisfactory to Secured Party, as Secured Party may deem appropriate to perfect and continue in effect the lien of Secured Party including, without limitation, such filings with the U.S. Patent and Trademark Office as may be deemed appropriate by Secured Party. The Debtor irrevocably hereby authorizes Secured Party to execute (if necessary) and to file or otherwise make a matter of public record, and hereby appoints Secured Party its attorney-in-fact, in the name of the Debtor or Secured Party, to execute and file from time to time, any such financing statements, continuation statements and amendments thereto, which appointment shall be deemed to be a power coupled with an interest.

8. **Events of Default.** The Debtor shall be in default under this Security Agreement upon the occurrence of an Event of Default as defined in the Loan Agreement.

9. **Remedies Upon Default.** Upon the occurrence of an Event of Default and the acceleration of the Borrower's Obligations, Secured Party shall have all the rights and remedies of a secured party under the Arizona Uniform Commercial Code and all other rights and remedies accorded to a secured party in equity or law. Any notice of sale or other disposition of the Collateral given not less than ten (10) days prior to such proposed action shall constitute reasonable and fair notice of such action. The Debtor shall be liable for any deficiency. The Debtor expressly waives any right to have the Collateral marshalled on any foreclosure, sale or other enforcement hereof.

10. **Secured Party's Right to Sue in Certain Circumstances.** In addition to any other remedies as may be available to Secured Party, from and after the occurrence of an Event of Default and the giving by Secured Party of written

notice to the Debtor of Secured Party's intention to enforce its rights and claims against any of the Trademarks, Licenses, or Other IP, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Trademarks, or Other IP, and any licenses or grants thereunder, and, if Secured Party shall commence any such suit, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement, and the Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 11.

**11. Power Of Attorney re Intellectual Property.** The Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with power (i) from and after the occurrence of an Event of Default or to prevent abandonment or cancellation of the Collateral, after ten (10) days written notice and the Debtor's failure to take such action, to (a) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to seek to obtain or to maintain the registration thereof or otherwise to use the Trademarks, Licenses, or Other IP, or (b) take any other actions with respect to the Trademarks, Licenses, or Other IP, as the Secured Party deems in the best interest of the Secured Party, and (ii) from and after the occurrence of an Event of Default and the giving by Secured Party of written notice to the Debtor of Secured Party's intention to enforce its rights and claims against any of the Trademarks, Licenses, or Other IP, to (a) grant or issue any exclusive or nonexclusive license under the Trademarks or Other IP to anyone, or (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Licenses, or Other IP to anyone. Secured Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Borrower's Obligations shall have been paid and performed in full or the security interests granted to the Debtor by this Security Agreement have been released. The foregoing power of attorney shall include any filings, applications, documents, papers and instruments which Secured Party may desire to file either with the U.S. Patent and Trademark Office or with the comparable authority of any foreign jurisdiction.

**12. Debtor Rights.** Except as otherwise provided herein, the Debtor shall be entitled to exploit and commercialize the Collateral in connection with its current or future business interests, including the granting of licenses or the assignment of all rights thereto to customers, distributors, partners and other persons in the ordinary course of business, to the extent permitted under the Loan Agreement as being in the ordinary course of the Debtor's business.

**13. Notices.** All notices, communications and waivers under this Security Agreement shall be in writing and shall be given in accordance with the Loan Agreement.

14. **Successors and Assigns.** This Security Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Secured Party and the Debtor.

15. **Applicable Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, EXCEPT TO THE EXTENT SUCH LAWS ARE SUPERSEDED BY FEDERAL LAW OR THAT APPLICABLE LAW REQUIRES THAT THE LAWS OF ANOTHER JURISDICTION GOVERN THE PERFECTION AND ENFORCEMENT OF THE SECURITY INTERESTS GRANTED TO SECURED PARTY.

16. **Termination.** This Security Agreement shall terminate upon the payment in full of the Borrower's Obligations.

This Security Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

SECURED PARTY:

BORROWER:

ALLIANCE LAUNDRY SYSTEMS  
LLC, a Delaware limited liability  
company

LAUNDROMART, INC., a Florida  
corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Frank D'Annunzio

Title:

Title: President



**EXHIBIT A**  
**U.S. TRADEMARKS**

Registered Marks:

<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Filing Date</u>
"Laundromart"	2,879,162	78191176	December 4, 2002

**EXHIBIT B**  
**LICENSE AGREEMENTS**

See Attached.

**EXHIBIT C**

State of Incorporation of the Debtor: Florida

Chief Place of Business of the Debtor and Location of Books and Records of the Debtor: 6100 N. Powerline Road, Ft. Lauderdale, Florida 33309