

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Super Laundry Equipment Corp.		11/20/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2907540	SUPER LAUNDRY YOUR NEIGHBORHOOD LAUNDRY STORE	
Registration Number:	2905519	SUPER LAUNDRY	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Jonathan Adler		
Address Line 1:	Debevoise & Plimpton LLP, 919 Third Ave.		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23299-1001		
NAME OF SUBMITTER:	Jonathan Adler		
Signature:	/Jonathan Adler/		

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REEL: 003671 FRAME: 0710

Date:

12/04/2007

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of November 20, 2007, is made by Super Laundry Equipment Corp. (the "Grantor") in favor of Deutsche Bank Trust Company Americas (the "Collateral Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of November 20, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Spin Holdco Inc., Spin Acquisition Co., the Grantor, Coinmach Corporation, Appliance Warehouse of America, Inc., the Lenders, the Collateral Agent, as administrative agent and collateral agent, the Royal Bank of Scotland PLC, as syndication agent and documentation agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Spin Holdco Inc., Spin Acquisition Co., Coinmach Corporation, the Grantor and certain other subsidiaries of Coinmach Corporation executed and delivered a Guarantee and Collateral Agreement, dated as of November 20, 2007, in favor of the Collateral Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to

use the Trademarks granted by the Grantor in the ordinary course of business, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in (a) any Trademark License to the extent and for so long as the grant of a security interest therein is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained (after good faith efforts of the relevant Grantor for such purposes) under, such Trademark License or (b) any application filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

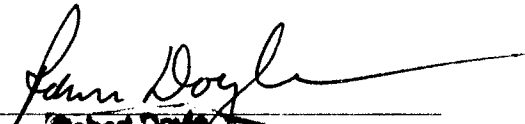
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUPER LAUNDRY EQUIPMENT CORP.

By: 
Name: **Robert Doyle**
Title: **Chief Financial Officer**

DEUTSCHE BANK TRUST COMPANY
AMERICAS

By: _____
Name: _____
Title: _____

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: *Scottye Lindsey*
Name: Scottye Lindsey
Title: Director

By: *Carin Keegan*
Name: Carin Keegan
Title: Vice President

Super Laundry Trademark Security Agreement

Schedule A

Trademarks

Mark	Serial / Registration Number	Application / Registration Date
SUPER LAUNDRY YOUR NEIGHBORHOOD LAUNDRY STORE & Design	RN: 2,907,540	12/7/2004
SUPER LAUNDRY & Design	RN: 2,905,519	11/30/2004

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SUPER LAUNDRY EQUIPMENT CORP.

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RECORDED: 12/04/2007

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