

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coinmach Corporation		11/20/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2255440	COINMACH	
Registration Number:	1524841	FLEXIVEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Jonathan Adler		
<b>Address Line 1:</b>	Debevoise & Plimpton LLP, 919 Third Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	23299-1001		
<b>NAME OF SUBMITTER:</b>	Jonathan Adler		
<b>Signature:</b>	/Jonathan Adler/		
<b>Date:</b>	12/04/2007		

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**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 Coinmach Corporation (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, Super Laundry Equipment Corp., 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., the Grantor and certain of its subsidiaries 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.

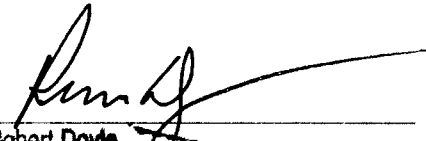
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

COINMACH CORPORATION

By:   
Name: **Robert Doyle**  
Title: **Chief Financial Officer, Senior Vice President and Secretary**

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

Coinmach Corporation Trademark Security Agreement

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Serial / Registration Number</b>	<b>Application / Registration Date</b>
COINMACH	RN: 2,255,440	6/22/1999
FLEXIVEND	RN: 1,524,841	2/14/1989

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COINMACH CORPORATION

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**RECORDED: 12/04/2007**

**TRADEMARK**  
**REEL: 003671 FRAME: 0723**