

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as resigning Administrative Agent		03/12/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	101 N. Tryon Street, 15th Floor
<b>Internal Address:</b>	NC1-001-15-02
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2370970	CARDMATE
Registration Number:	1201795	ECON-O-WASH
Registration Number:	0863105	FAST BACK
Registration Number:	2439774	HORIZON
Registration Number:	0937549	HUEBSCH
Registration Number:	0845408	LOADSTAR
Registration Number:	0847837	ROUTEMASTER
Registration Number:	1268908	RSPC
Registration Number:	2515079	SEARCHIT
Registration Number:	0353190	SPEED QUEEN
Registration Number:	0765440	SPEED QUEEN
Registration Number:	2334735	ULTRA DRY
Registration Number:	1473932	UNI WASH

CH \$440.00 2370970

Registration Number:	1473947	DIGHTON ROSE
Registration Number:	1479346	UNIMAT
Registration Number:	0861021	VENT-PAK
Serial Number:	78424713	NETMASTER

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	923219
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	03/12/2009

**Total Attachments: 8**

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**ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS**

**ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 12, 2009 (this "Assignment"), among Lehman Commercial Paper Inc., as resigning Administrative Agent (the "Resigning Agent"), Bank of America, N.A., as successor Administrative Agent (the "New Agent") and Alliance Laundry Systems LLC, as Grantor (the "Grantor").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of January 27, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Alliance Laundry Holdings LLC, the Lenders party thereto (the "Lenders"), Lehman Brothers, Inc., as Arranger, The Bank of Nova Scotia, as Syndication Agent, Bank of America, N.A. and Royal Bank of Canada as Co-Documentation Agents, and the Resigning Agent, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of January 27, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "G & C Agreement"), in favor of the Resigning Agent, as the original Administrative Agent pursuant to which the Grantor executed and delivered the Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of January 27, 2005 (the "Trademark Security Agreement") and recorded with the Assignment Branch of the United States Patent and Trademark Office at Reel 003021, Frame 0658 on February 3, 2005;

WHEREAS, in the Trademark Security Agreement, the Grantor has confirmed that the Resigning Agent, as the original Administrative Agent, was granted, pursuant to the G & C Agreement, for the ratable benefit of the Resigning Agent and the Lenders, a security interest in all of the Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I thereto), and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of the Trademarks and all collateral security and guarantees given by any Person with respect to any of the Trademarks, as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (the "Security Interest");

WHEREAS, pursuant to the Amendment, Waiver, Resignation and Appointment Agreement, dated as of March 12, 2009 (the "Transfer Agreement"), among the Resigning Agent, the New Agent, the Requisite Lenders (as defined in the Credit Agreement), the Grantor, Alliance Laundry Holdings LLC and Alliance Laundry Corporation, the Credit Agreement has been amended to reflect the appointment of the New Agent as successor Administrative Agent; and

WHEREAS, in furtherance of the New Agent's replacement of the Resigning Agent as the Administrative Agent under the Credit Agreement, as amended by the Transfer Agreement (collectively, the "Amended Credit Agreement"), the New Agent is desirous of acquiring and the Resigning Agent is desirous of assigning all of its right, title and interest in, to and under the Trademark Security Agreement, including without limitation the Security Interest, and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent, the New Agent and the Grantor hereby covenant and agree as follows:

**1. Defined Terms**

Unless otherwise defined herein, terms defined in the Amended Credit Agreement, the G & C Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Amended Credit Agreement, the G & C Agreement or the Trademark Security Agreement, respectively.

**2. Assignment of Trademark Security Agreement**

The Resigning Agent hereby assigns, transfers and conveys to New Agent all of its right, title and interest in, to and under the Trademark Security Agreement, including without limitation the Security Interest, and all documents relating thereto, including specifically and without limitation any security interest in all of the Grantor's right, title and interest in, to and under all of the Trademarks, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business associated with the Trademarks, and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of the Trademarks and all collateral security and guarantees given by any Person with respect to any 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 Grantor's Obligations.

The New Agent hereby accepts the foregoing assignment and assumes the obligations of the Resigning Agent under the Trademark Security Agreement, on and after the date hereof.

**3. Guarantee & Collateral Agreement**

The Security Interest granted to the Resigning Agent as the original Administrative Agent pursuant to the G & C Agreement, as confirmed in the Trademark Security Agreement, and assigned to the New Agent as the new Administrative Agent pursuant to this Assignment, was granted in conjunction with the security interest granted to the Resigning Agent pursuant to the G & C Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Resigning Agent with respect to the Security Interest, as confirmed in the Trademark Security Agreement, the right, title and interest to which is assigned hereby, are more fully set forth in the G & C Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**4. Recordation**

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

**5. Counterparts**

This Assignment may be executed in multiple counterparts (including via facsimile or electronic copy), each of which shall be considered an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC.  
as Resigning Agent

By: Frank P. Turner  
Name: Frank P. Turner  
Title: Authorized Signatory

STATE OF NY )  
                  ) SS.:  
COUNTY OF NY )

On the 3<sup>rd</sup> day of March in the year 2009 before me, the undersigned, personally appeared Frank Turner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patricia Rodriguez  
Notary Public

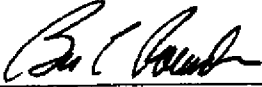
My Commission Expires \_\_\_\_\_ PATRICIA RODRIGUEZ  
Notary Public, State of New York  
No. 01RO6075036  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 27, 2010

Assignment of Trademark Security Agreement



ACCEPTED AND AGREED  
as of the date first above written:

ALLIANCE LAUNDRY SYSTEMS LLC  
as Grantor

By:   
Name: Bruce P. Rounds  
Title: Vice President Chief Financial Officer

STATE OF WISCONSIN )  
  ss.:  
COUNTY OF Fond du Lac)

On this 2<sup>nd</sup> day of March, 2009, before me personally came Bruce P. Rounds, to me known, who being duly sworn, did say that he/she is the VP CFO, of Alliance Laundry Systems LLC, and that the foregoing instrument was executed on behalf of Alliance Laundry Systems LLC and he acknowledged the foregoing instrument to be the free act and deed of Alliance Laundry Systems LLC

IN WITNESS WHEREOF, I have hereunto set my hand this 2<sup>nd</sup> day of March, 2009.

  
Notary Public

My Commission Expires 3/6/11

Assignment of Trademark Security Agreement

TRADEMARK  
REEL: 003951 FRAME: 0749



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARKS:**

Registrations and Applications:

<b>Trademark</b>	<b>Registration No./ (Application No.)</b>	<b>Registration Date/ (Filing Date)</b>
CARDMATE	2370970	7/25/00
ECON-O-WASH	1201795	7/20/82
FAST BACK	0863105	1/7/69
HORIZON	2439774	4/3/01
HUEBSCH	0937549	7/11/72
LOADSTAR	0845408	3/5/68
NETMASTER	(78/424713)	(5/25/04)
ROUTEMASTER	0847837	4/23/68
RSPC	1268908	3/6/84
SEARCHIT	2515079	12/4/01
SPEED QUEEN	0353190	12/28/37
SPEED QUEEN (Stylized)	0765440	2/25/64
ULTRA DRY	2334735	3/28/00
UNI WASH	1473932	1/26/88
UNIMAC	1473947	3/8/88
UNIMAT	1479346	3/8/88
VENT-PAK	0861021	11/26/68