

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																	
CONVEYING PARTY DATA																		
<table border="1"><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr><tr><td>Deutsche Bank Trust Company Americas</td><td></td><td>12/17/2009</td><td>CORPORATION: NEW YORK</td></tr></table>	Name	Formerly	Execution Date	Entity Type	Deutsche Bank Trust Company Americas		12/17/2009	CORPORATION: NEW YORK										
Name	Formerly	Execution Date	Entity Type															
Deutsche Bank Trust Company Americas		12/17/2009	CORPORATION: NEW YORK															
RECEIVING PARTY DATA																		
Name:	NEXBANK, SSB																	
Street Address:	13455 Noel Road, 22nd Floor																	
City:	Dallas																	
State/Country:	TEXAS																	
Postal Code:	75240																	
Entity Type:	CORPORATION: TEXAS																	
PROPERTY NUMBERS Total: 4																		
<table border="1"><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr><tr><td>Registration Number:</td><td>2907540</td><td>SUPER LAUNDRY YOUR NEIGHBORHOOD LAUNDRY STORE</td></tr><tr><td>Registration Number:</td><td>2905519</td><td>SUPER LAUNDRY</td></tr><tr><td>Registration Number:</td><td>2255440</td><td>COINMACH</td></tr><tr><td>Registration Number:</td><td>1524841</td><td>FLEXIVEND</td></tr></table>	Property Type	Number	Word Mark	Registration Number:	2907540	SUPER LAUNDRY YOUR NEIGHBORHOOD LAUNDRY STORE	Registration Number:	2905519	SUPER LAUNDRY	Registration Number:	2255440	COINMACH	Registration Number:	1524841	FLEXIVEND			
Property Type	Number	Word Mark																
Registration Number:	2907540	SUPER LAUNDRY YOUR NEIGHBORHOOD LAUNDRY STORE																
Registration Number:	2905519	SUPER LAUNDRY																
Registration Number:	2255440	COINMACH																
Registration Number:	1524841	FLEXIVEND																
CORRESPONDENCE DATA																		
Fax Number: (214)969-4343																		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																		
Phone: 2149694280																		
Email: kthiesse@akingump.com																		
Correspondent Name: David Odom c/o AKIN GUMP																		
Address Line 1: P.O. Box 688																		
Address Line 4: Dallas, TEXAS 75313-0688																		
ATTORNEY DOCKET NUMBER:	687712-0001 COINMACH																	

900150487

TRADEMARK
REEL: 004119 FRAME: 0010

CH \$115.00 2907540

NAME OF SUBMITTER:	Karen L. Thiesse
Signature:	/Karen L. Thiesse/
Date:	12/22/2009
<p>Total Attachments: 27</p> <p>source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif source=Trademark Assignment#page10.tif source=Trademark Assignment#page11.tif source=Trademark Assignment#page12.tif source=Trademark Assignment#page13.tif source=Trademark Assignment#page14.tif source=Trademark Assignment#page15.tif source=Trademark Assignment#page16.tif source=Trademark Assignment#page17.tif source=Trademark Assignment#page18.tif source=Trademark Assignment#page19.tif source=Trademark Assignment#page20.tif source=Trademark Assignment#page21.tif source=Trademark Assignment#page22.tif source=Trademark Assignment#page23.tif source=Trademark Assignment#page24.tif source=Trademark Assignment#page25.tif source=Trademark Assignment#page26.tif source=Trademark Assignment#page27.tif</p>	

**ASSIGNMENT AND ACKNOWLEDGEMENT
OF THE GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS ASSIGNMENT AND ACKNOWLEDGEMENT dated as of December 17, 2009 is entered into among Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent (in such capacities, the "Resigning Agent"), NexBank, SSB (the "Successor Agent"), Super Laundry Equipment Corp. ("Super Laundry") and Coinmach Corporation ("Coinmach", and together with Super Laundry, the "Grantors").

WHEREAS, the parties hereto refer to the Notice of Grant of Security Interest in Trademarks concerning the SUPER LAUNDRY YOUR NEIGHBORHOOD LAUNDRY STORE & Design and the SUPER LAUNDRY & Design trademarks (Registration Number: 2,907,540 and Registration Number: 2,905,519, respectively) dated as of November 20, 2007 by the Resigning Agent and Super Laundry (the "Grant of Security Interest in Super Laundry Trademarks") and the Notice of Grant of Security Interest in Trademarks concerning the COINMACH and FLEXIVEND trademarks (Registration Number: 2,255,440 and Registration Number: 1,524,841, respectively) dated as of November 20, 2007 by the Resigning Agent and Coinmach (the "Grant of Security Interest in Coinmach Trademarks", together with the Grant of Security Interest in Super Laundry Trademarks, the "Grants");

WHEREAS, the Grant of Security Interest in Super Laundry Trademarks and documents related to recording same with the United States Patent and Trademark Office are attached hereto as Annex A, and the Grant of Security Interest in Coinmach Trademarks and documents related to recording same with the United States Patent and Trademark Office are attached hereto as Annex B;

WHEREAS, the Successor Agent is replacing the Resigning Agent as the administrative and collateral agent under the Credit Agreement dated as of November 20, 2007 to which the Grantors are parties (the "Credit Agreement"), the Guarantee and Collateral Agreement dated as of November 20, 2007 and the other Security Documents as defined in the Credit Agreement (together, each as amended, modified or otherwise supplemented from time to time, the "Credit Documents");

WHEREAS, in conjunction with the replacement of the Resigning Agent with the Successor Agent as the administrative and collateral agent under the Credit Documents, the Resigning Agent desires to assign the Grants to the Successor Agent; and

WHEREAS, the parties hereto desire that the Grants be assigned to the Successor Agent and the proper assignment of the Grants to the Successor Agent be acknowledged herein.

NOW, THEREFORE, in consideration of the agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto hereby agree that:

(i) the Resigning Agent hereby assigns and transfers all of its interests, rights and obligations under the Grants to the Successor Agent, and the Successor Agent hereby accepts all of the Resigning Agent's interests, rights and obligations under the Grants;

(ii) as of the date hereof, all references to "Collateral Agent" under each of the Grants shall mean the Successor Agent;

(iii) THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; and

(iv) this Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Acknowledgement of the Grant of Security Interest in Trademarks by their proper and authorized officers as of the day and year first written above.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, in its capacity as Collateral Agent

By: Scotty Lindsey
Name: **Scotty Lindsey**
Title: **Director**

By: Carin Keegan
Name: **Carin Keegan**
Title: **Director**

Signature Page to Assignment and Acknowledgement

NEXBANK, SSB, in its capacity as successor
Collateral Agent

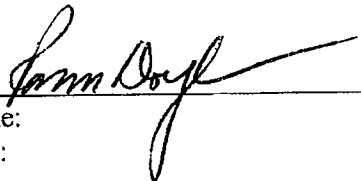
By: _____
Name:
Title:

A handwritten signature in black ink, appearing to read "Jeff Scott", written over a horizontal line.

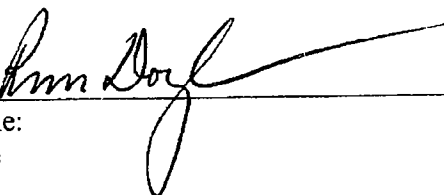
Jeff Scott
Vice President
NexBank, SSB

Signature Page to Assignment and Acknowledgement

**SUPER LAUNDRY EQUIPMENT
CORP., as a Grantor**

By: 
Name:
Title:

**COINMACH CORPORATION, as a
Grantor**

By: 
Name:
Title

Signature Page to Assignment and Acknowledgement

Annex A

Notice of Grant of Security Interest in Super Laundry Trademarks
(and recordation documents)

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.

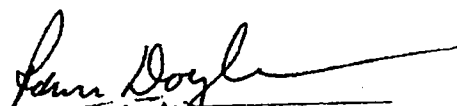
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (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: _____

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SUPER LAUNDRY EQUIPMENT CORP.

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: *Scotty Lindsey*
Name: **Scotty 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

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SUPER LAUNDRY EQUIPMENT CORP.

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REEL: 004119 FRAME: 0022

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

12/04/2007
900093341

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/		

CH \$65.00 2907540

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12/6/2007 3:01:41 PM PAGE 5/005 Fax Server

TO: JONATHAN ADLER COMPANY: DEBEVOISE & PLIMPTON LLP, 919 THIRD AVE.

Date:

12/04/2007

Total Attachments: 5

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Annex B

Notice of Grant of Security Interest in Coinmach Trademarks
(and recordation documents)

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.

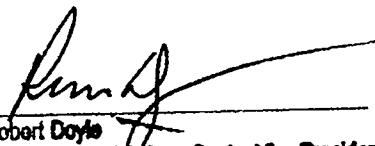
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[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:

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
COINMACH CORPORATION

TRADEMARK
REEL: 004119 FRAME: 0028

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

TRADEMARK
REEL: 004119 FRAME: 0029

Schedule A

Trademarks

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

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
COINMACH CORPORATION

22600893v6

TRADEMARK
REEL: 004119 FRAME: 0030

O: JONATHAN ADLER COMPANY: DEBEVOISE & PLIMPTON LLP, 919 THIRD AVE.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.112/04/2007
900093343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinmach Corporation		11/20/2007	CORPORATION: DELAWARE
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:	2255440	COINMACH	
Registration Number:	1524841	FLEXIVEND	
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/		
Date:	12/04/2007		

CH 2255440 \$65.00

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12/6/2007 3:04:39 PM PAGE 5/005 Fax Server

TO: JONATHAN ADLER COMPANY: DEBEVOISE & PLIMPTON LLP, 919 THIRD AVE.

Total Attachments: 5

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