

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliance Laundry Systems LLC		12/10/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street
Internal Address:	MAIL CODE: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3277043	ALLIANCE PARTS CONNECTION
Registration Number:	3054512	C.A.R.E.
Registration Number:	0778485	CISSELL
Registration Number:	1352444	CISSELL
Registration Number:	3754008	Q
Registration Number:	1201795	ECON-O-WASH
Registration Number:	3587072	GALAXY
Registration Number:	3857771	GENUINE G PARTS RSPC ALLIANCE LAUNDRY SYSTEMS
Registration Number:	0937549	HUEBSCH
Registration Number:	3798457	IPSO
Registration Number:	1362929	IPSO
Registration Number:	0845408	LOADSTAR

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Registration Number:	4191791	OPTIDRY
Registration Number:	3586924	QUANTUM
Registration Number:	1268908	RSPC
Registration Number:	2515079	SEARCHIT
Registration Number:	2571562	SMARTSPIN
Registration Number:	2631753	SMARTSPIN
Registration Number:	0353190	SPEED QUEEN
Registration Number:	0765440	SPEED QUEEN
Registration Number:	3546239	UNILINC
Registration Number:	1479347	UNIMAC
Serial Number:	85641147	CLEAN TRUTH

CORRESPONDENCE DATA

Fax Number: 2128594000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-859-8000
Email: teas@ffhsj.com,jason.greenberg@friedfrank.com
Correspondent Name: Jason Greenberg
Address Line 1: One New York Plaza
Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33748-12 GREENBERG
NAME OF SUBMITTER:	Jason Greenberg
Signature:	/JG/
Date:	12/10/2012

Total Attachments: 6
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**SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY
INTEREST IN TRADEMARKS**

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 10, 2012, made by Alliance Laundry Systems LLC, a Delaware limited liability company having a principal place of business at Shepard Street, P.O. Box 990, Ripon, Wisconsin 54971-0990 (the "Grantor"), in favor of Bank of America, N.A., a national association, as Administrative Agent (the "Agent") for itself and the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Alliance Laundry Holdings LLC ("Holdings"), the Grantor, the Agent, the Lenders, and any syndication agents and documentation agents named therein.

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have agreed to extend credit to the Grantor in the form of Term Loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, Holdings and the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of 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 Term Loans and other financial accommodations to the Grantor pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, 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 Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Guarantee and Collateral Agreement, it granted to the Agent, for the ratable benefit of the 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 hereto), 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 the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien 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 more fully set forth in the Second Lien Credit Agreement and the Second Lien 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 Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIANCE LAUNDRY SYSTEMS LLC,
as Grantor

By: *Jeffrey E. Thoms*
Name: Jeffrey E. Thoms
Title: Treasurer and Assistant Secretary

STATE OF WISCONSIN
County of FOND DU LAC

The foregoing instrument was acknowledged before me this 6th day of December, 2012
by Jeffrey E. Thoms as Treasurer and Assistant Secretary of ALLIANCE LAUNDRY
SYSTEMS LLC, a Delaware limited liability company, on behalf of ALLIANCE LAUNDRY SYSTEMS
LLC.

[STAMP/SEAL]

James C. Benick
Notary Public

My Commission Expires:

March 8, 2015

[Alliance - Second Lien Trademark Grant]

Accepted and agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Liliana Clear
Name: **Liliana Clear**
Title: **Vice President**

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2012
by _____ as _____ of BANK OF AMERICA, N.A., a
national association, on behalf of BANK OF AMERICA, N.A.

[STAMP/SEAL]

N/A
see attached

Notary Public

My Commission Expires:

[BOA - Second Lien Trademark Grant]

ACKNOWLEDGMENT

State of California
County of San Francisco)

On December 6th, 2012 before me, Silvia Ventura, Notary Public
(insert name and title of the officer)

personally appeared Liliana Cesar

who proved to me on the basis of satisfactory evidence to be the person(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~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

SCHEDULE I

Trademark Registrations:

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Due Dates</u>
USA	ALLIANCE PARTS CONNECTION	3277043	8/7/2017
USA	C.A.R.E.	3054512	1/31/2016
USA	CISSELL	778485	10/13/2014
USA	CISSELL	1352444	8/6/2015
USA	Crown Q Design	3754008	3/2/2015
USA	ECON-O-WASH	1201795	7/20/2022
USA	GALAXY	3587072	3/10/2014
USA	GENUINE G PARTS RSPC ALLIANCE LAUNDRY SYSTEMS & Design	3857771	10/5/2015
USA	HUEBSCH	937549	7/11/2022
USA	IPSO	3798457	6/8/2015
USA	IPSO & Rep of Fox Head in Square	1362929	10/1/2015
USA	LOADSTAR	845408	3/5/2018
USA	OPTIDRY	4191791	8/14/2022
USA	QUANTUM	3586924	3/10/2014
USA	RSPC	1268908	3/6/2014
USA	SEARCHIT	2515079	12/4/2021
USA	SMARTSPIN	2571562	5/21/2022
USA	SMARTSPIN In Swirl Device	2631753	10/8/2022
USA	SPEED QUEEN	353190	12/28/2017
USA	SPEED QUEEN IN STYLIZED FORM & UPPER CASE S & Q	765440	2/25/2014
USA	UNILINC	3546239	12/16/2013
USA	UNIMAC	1479347	3/8/2018

Trademark Applications:

<u>Country</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
USA	CLEAN TRUTH	85/641147	6/1/2012