

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinamatic Canada Inc.		02/21/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Canadian Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3279477	IDEAS FOR THE FUTURE. ANSWERS FOR TODAY.	
Registration Number:	3499101	REVOLUTION	
Registration Number:	3955466	ENVIRO3MATIC ADVANCED LAUNDRY OXIDATION SYSTEM	
Registration Number:	3958891	ENVIRO3MATIC	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-567		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$115.00 3279477

Signature:	/Kristin Brozovic/
Date:	02/28/2013
Total Attachments: 7 source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page1.tif source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page2.tif source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page3.tif source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page4.tif source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page5.tif source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page6.tif source=Trademark_Security_Agreement_(Coinamatic_Canada_Inc_)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2013, is made by Coinamatic Canada Inc. (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent for the Canadian Lenders, the Canadian L/C Issuers and each other Canadian Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 21, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the US Borrower, as Borrower Representative, the other Persons party thereto that are from time to time designated as a Credit Party, the Lenders and the L/C Issuers from time to time party thereto, General Electric Capital Corporation as US Agent for the US Lenders and the US L/C Issuer and for itself as a US Lender and as US L/C Issuer, GE Canada as Canadian Agent for the Canadian Lenders and fort itself as a Canadian Lender and Canadian L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Security Agreement dated as of February 21, 2013 in favour of the Canadian Agent (the "Guarantee and Security Agreement"), to guarantee the Canadian Obligations (as defined in the Credit Agreement) of the Canadian Borrower; and

WHEREAS, the Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Canadian Lenders, the Canadian L/C Issuers and the Canadian Agent to enter into the Credit Agreement and to induce the Canadian Lenders and the Canadian L/C Issuers to make their respective extensions of credit to the Canadian Borrowers thereunder, the Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Canadian Secured Parties, and grants to the Canadian Agent for the benefit of the Canadian Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "Trademark Collateral"):

(a) all of its Canadian registered Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the

termination of the Guarantee and Security Agreement.

Section 7. Governing Law. The laws of the Province of Ontario and the federal laws of Canada applicable therein shall govern all matters arising out of, in connection with or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement.

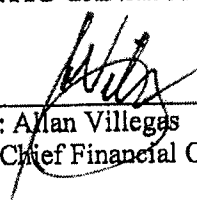
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COINAMATIC CANADA INC.
as Grantor

By: _____


Name: Allan Villegas

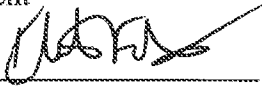
Title: Chief Financial Officer

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004972 FRAME: 0554

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Canadian Agent

By: 

Name: _____
Title: ITALO FORTINO
DULY AUTHORIZED SIGNATORY

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004972 FRAME: 0555

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Canadian Registered Trademark Schedule:

Name of Owner	Trademark	App./Reg. No.	App./Reg. Date
Coinamatic Canada Inc.	Coinamatic	254,627	January 9, 1981
Coinamatic Canada Inc.	Cuisinapp	286,874	January 13, 1984
Coinamatic Canada Inc.	Coinapp	290,898	May 11, 1984
Coinamatic Canada Inc.	Smart Business Through Small Change Design	502,792	October 26, 1998
Coinamatic Canada Inc.	Canada's Most Trusted Name in Apartment Laundry	509,358	March 15, 1999
Coinamatic Canada Inc.	Card Reload Centre	513,260	July 27, 1999
Coinamatic Canada Inc.	Everything Change Should Be	522,261	January 26, 2000
Coinamatic Canada Inc.	Smart City	524,352	March 7, 2000
Coinamatic Canada Inc.	Laundry Express	527,206	May 1, 2000
Coinamatic Canada Inc.	Coinamatic Laundry Care Centre	527,786	May 16, 2000
Coinamatic Canada Inc.	Smart Laundry Care Centre	527,787	May 16, 2000
Coinamatic Canada Inc.	SmartCity	551,235	September 20, 2001
Coinamatic Canada Inc.	Owner's Advantage	554,755	November 30, 2001
Coinamatic Canada Inc.	Appliances Direct	562,156	May 16, 2002
Coinamatic Canada Inc.	Intellicard	569,683	October 28, 2002
Coinamatic Canada Inc.	Community Cents	571,842	December 5, 2002
Coinamatic Canada Inc.	On Time, Every Time	574,062	January 20, 2003
Coinamatic Canada Inc.	Genesis	574,111	January 21, 2003
Coinamatic Canada Inc.	The Ultimate Amenity	575,905	February 19, 2003
Coinamatic Canada Inc.	The Laundry Club	576,179	February 21, 2003
Coinamatic Canada Inc.	Laundry Express & Design	578,124	March 25, 2003
Coinamatic Canada Inc.	Token Allotment Centre	588,506	August 29, 2003
Coinamatic Canada Inc.	Canada's Most Trusted Name in Apartment Services	588,518	August 29, 2003
Coinamatic Canada Inc.	Coinamatic Token Technology	594,962	November 18, 2003
Coinamatic Canada Inc.	SmartCity Municipal Solutions	595,434	November 21, 2003
Coinamatic Canada Inc.	AmenityOne	599,467	January 14, 2004
Coinamatic Canada Inc.	SmartCity Access	608,163	April 21, 2004
Coinamatic Canada Inc.	Amenity First	616,016	July 29, 2004

Name of Owner	Trademark	App./Reg. No.	App./Reg. Date
Coinamatic Canada Inc.	Token Technology	618,734	September 7, 2004
Coinamatic Canada Inc.	Smart Campus	619,453	September 14, 2004
Coinamatic Canada Inc.	Ideas for the Future. Answers for Today.	633,885	February 28, 2005
Coinamatic Canada Inc.	OPLS	676,286	November 3, 2006
Coinamatic Canada Inc.	Coin-Op	676,278	November 3, 2006
Coinamatic Canada Inc.	On Premise Laundry Systems	678,414	December 11, 2006
Coinamatic Canada Inc.	Systèmes de Buanderie Sur Place	680,156	January 23, 2007
Coinamatic Canada Inc.	Revolution	712,191	April 17, 2008
Coinamatic Canada Inc.	Anything Else is a Compromise	748,848	September 28, 2009
Coinamatic Canada Inc.	Coinamatic Commercial Laundry	749,418	October 5, 2009
Coinamatic Canada Inc.	EnvirO ₃ matic Advanced Laundry System	771,886	July 13, 2010
Coinamatic Canada Inc.	EnvirO ₃ matic	771,717	July 13, 2010
Coinamatic Canada Inc.	EnvirO ₃ matic Advanced Laundry Oxidation System & Design	771,890	July 13, 2010
Coinamatic Canada Inc.	Coinamatic Laundry & Beyond. Simply Clean & Design.	840,306	January 16, 2013

U.S. Registered Trademark Schedule:

Name of Owner	Trademark	App./Reg. No.	App./Reg. Date
Coinamatic Canada Inc.	Ideas for the Future. Answers for Today.	3,279,477	August 14, 2007
Coinamatic Canada Inc.	Revolution	3,499,101	September 9, 2008
Coinamatic Canada Inc.	EnvirO ₃ matic Advanced Laundry Oxidation System & Design	3,955,466	May 3, 2011
Coinamatic Canada Inc.	EnvirO ₃ matic	3,958,891	May 10, 2011