

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coinmach Corporation		05/14/2013	CORPORATION: DELAWARE
Service Directions, Inc.		05/14/2013	CORPORATION: NEW YORK
AIR-SERV GROUP, LLC		05/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG Cayman Islands Branch
Street Address:	60 Wall Street, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	German Bank: GERMANY

Name:	Deutsche Bank AG Cayman Islands Branch, as Administrative Agent
Street Address:	60 Wall Street, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	German Bank: GERMANY

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4275205	XACTAIR
Registration Number:	4275203	XACTAIR
Registration Number:	4275202	XACTAIR
Registration Number:	3981376	COINMACH
Registration Number:	3478205	ASI
Registration Number:	3503112	ASI CAMPUS LAUNDRY SOLUTIONS

OP \$415.00 4275205

Registration Number:	3785198	AIR VALET
Registration Number:	3696666	CYBERSERVE
Registration Number:	3874341	AIR FOR CHARITY INFLATING TIRES FOR CHAR
Registration Number:	1275952	AIR-SERV
Registration Number:	1567989	AIR-TOUCH
Registration Number:	1617202	AIR-VEND
Registration Number:	4217871	DON'T IGNORE. FILL ALL FOUR!
Registration Number:	4217525	DON'T WAIT. INFLATE.
Registration Number:	1422618	DUO-SERV
Registration Number:	1560677	VAC-SERV

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Zafoon Siddiqi, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Zafoon Siddiqi, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	05/20/2013

Total Attachments: 9

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The lien and security interest created by this instrument are subordinate in the manner and to the extent set forth in the Effective Date Intercreditor Agreement to the lien and security interest created by the First Lien Security Agreement, and the rights and obligations evidenced hereby are, in each case, subject to the provisions of the Effective Date Intercreditor Agreement. Each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Effective Date Intercreditor Agreement.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Deutsche Bank AG Cayman Islands Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST. As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (i) a all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("**USPTO**"), including the U.S. federal registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a

Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

- (ii) general intangibles of a like nature,
- (iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and
- (iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1. CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT; INTERCREDITOR AGREEMENTS. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Agreement are expressly subordinate to those granted to the First Lien Administrative Agent pursuant to the First Lien Security Agreement, and the exercise of any right or remedy by the Administrative Agent hereunder, are subject in all respects to the provisions of the Intercreditor Agreements, including the Effective Date Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

SECTION 4. RECORDATION. Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security

Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

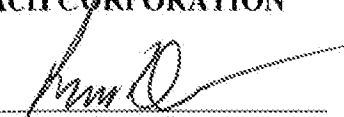
SECTION 7. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

COINMACH CORPORATION

By: _____


Name: Bob Doyle

Title: Chief Executive Officer

SERVICE DIRECTIONS, INC.

By: _____


Name: Bob Doyle

Title: President

AIR-SERV GROUP, LLC

By: _____

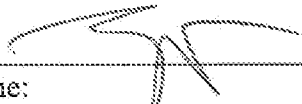

Name: Gary Dailey

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

**DEUTSCHE BANK AG CAYMAN
ISLANDS BRANCH,
as Administrative Agent**

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name: **Benjamin Souh**
Title: **Vice President**

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Applica- tion Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date</u>	<u>Current Owner</u>
US		May 29, 2012	4275205	Jan. 15, 2013	Coinmach Corporation
US		May 29, 2012	4275203	Jan. 15, 2013	Coinmach Corporation
US	XACTAIR	May 29, 2012	4275202	Jan. 15, 2013	Coinmach Corporation
US	COINMACH	Nov. 15, 2010	3981376	Jun. 21, 2011	Coinmach Corporation
US		May 30, 2006	3478205	Jul. 29, 2008	Coinmach Corporation
US	ASI CAMPUS LAUNDRY SOLUTIONS	May 22, 2006	3503112	Sep. 16, 2008	Coinmach Corporation
US	AIR VALET	Aug. 3, 2007	3785198	May 4, 2010	Coinmach Corporation
US	CYBERSERVE	Jun 3, 2008	3696666	October 13, 2009	Service Directions, Inc.
US	AIR FOR CHARITY INFLATING TIRES FOR CHARITIES and Design 	June 10, 2009	3874341	November 9, 2010	AIR-serv Group, LLC

<u>Country</u>	<u>Mark</u>	<u>Applica- tion Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date</u>	<u>Current Owner</u>
US	AIR-SERV	January 10, 1983	1275952	May 1, 1984	AIR-serv Group, LLC
US	AIR-TOUCH	March 28, 1989	1567989	November 28, 1989	AIR-serv Group, LLC
US	AIR-VEND	October 9, 1990	1617202	October 9, 1990	AIR-serv Group, LLC
US	DON'T IGNORE. FILL ALL FOUR!	March 2, 2012	4217871	October 2, 2012	AIR-serv Group, LLC
US	DON'T WAIT. INFLATE.	February 24, 2012	4217525	October 2, 2012	AIR-serv Group, LLC
US	DUO-SERV	February 3, 1986	1422618	December 30, 1986	AIR-serv Group, LLC
US	VAC-SERV	February 16, 1989	1560677	October 17, 1989	AIR-serv Group, LLC