

OMB No. 0651-0011 (exp. 4/94)



To the Honorable Commissione

100871068

Attached original documents or copy thereof.

88.96.01

1. Name of conveying party(ies):

Nilfisk-Advance A/S

- Individual(s)
- General Partnership
- Corporation-State
- Other Company organized under laws of Denmark

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: October 15, 1998

2. Name and address of receiving party(ies)

Name: Unibank of Denmark A/S

Internal Address: Corporate Banking, Attn: Erik Rybtke

Street Address: 2, Torvegade

City: DK-1786 Copenhagen V Country: Denmark

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Company organized under laws of Denmark

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) 75/486,751; 75/486,760; 75/486,772; 75/486,773; and 75/487,456

B. Trademark Registration No.(s) 693,774; 695,328; 696,710; 716,473; 1,200,172; 1,223,994; 1,868,007; 1,884,602; 1,888,219; 2,006,133; 2,049,940; 2,066,163; 2,133,075; 2,158,732; 1,908,155; 1,102,458; and 1,819,425

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Devan V. Padmanabhan, Esq.

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41). \$ \$565.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Devan V. Padmanabhan
Name of person Signing

Devan V. Padmanabhan
Signature (Reg. No. 38,262)

Oct. 22, 1998
Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

11/05/1998 DMSUYEN 00000291 693774

Do not detach this portion

01 FC:481
02 FC:482

40.00 OP
525.00 OP

Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Mark: TURBO-VAC
Registration No.: 693,774
Registration Date: March 1, 1960

Owner: Nilfisk-Advance A/S

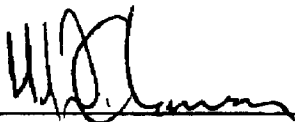
DESIGNATION OF DOMESTIC REPRESENTATIVE

In accordance with 15 U. S. C. Section 1051(e), 37 CFR 2.24 and TMEP 604, Unibank of Denmark A/S hereby appoints the following parties as a domestic representative, upon whom notice or process in proceedings affecting the mark may be served:

Mr. Henrik W. Clausen
Unibank A/S New York Branch
13 - 15 West 54th Street
New York, New York 10019

Unibank of Denmark A/S

Date: October 21, 1998

By: 
Henrik W. Clausen
Authorized Representative

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (the "Assignment"), dated as of October 15, 1998, is made and given by NILFISK-ADVANCE A/S, a company organized under the laws of Denmark (the "Assignor"), to UNIBANK OF DENMARK A/S (UNIBANK A/S), Singapore Branch, a company organized under the laws of Denmark (the "Assignee").

RECITALS

A. The Assignor and the Assignee have entered into a Loan Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Assignee agreed to extend to the Assignor certain credit accommodations and to make such credit facilities, and certain other credit facilities, available to Assignor, which will be secured by a guarantee from the Assignee.

B. It is a condition precedent to the obligation of the Assignee to extend credit accommodations pursuant to the terms of the Loan Agreement that this Assignment be executed and delivered by the Assignor.

C. The Assignor owns and has adopted and used the trademarks and trade names set forth in Exhibit A attached hereto (the "Trademarks"), and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office.

D. The Assignor has pledged and granted to the Assignee a security interest in the property described in the Security Agreement, which property includes the trademarks, certain patents and applications therefor, and certain know-how and trade secrets.

E. The Assignor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignor.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend credit accommodations under the Loan Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the Trademarks, including without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with the Trademarks, which Trademarks will be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuation of an event of default under the Loan Agreement and upon written notice by the

Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice may be relied upon by third parties as conclusive proof of the matters set forth therein; unless and until the occurrence of such an event of default, such assignment shall have no effect.

2. The Assignor hereby covenants and warrants that:

(a) the Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Loan Agreement shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks; and

(f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, other than the interest granted hereby, including without limitation, licenses and covenants by the Assignor not to sue third persons.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 5, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. The Assignor agrees not to sell, assign or encumber its interest in, with respect to, any of the Trademarks, except the granting of limited licenses in the course of the Assignor's business and consistent with the Assignor's past practice; provided, that the Assignor may freely sell, assign or otherwise transfer any or all of the Trademarks to any of its wholly-owned subsidiaries, subject to the obligations of the Assignor to the Assignee under this Assignment.

5. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by the Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record the Assignee's interest in any appropriate office in any domestic or foreign jurisdiction (which the Assignor agrees the Assignee may do at any time, in the Assignee's sole and unlimited discretion but at the Assignor's expense) or to perfect the Assignee's interest in the Trademarks acquired by the Assignor after the date of this Agreement. At such time as the Loan Agreement shall have been terminated in accordance with its terms and

all of its obligations thereunder have been satisfied, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Agreement.

6. Until the Loan Agreement shall have been terminated in accordance with its terms and all of its obligations thereunder have been satisfied, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, to prosecute diligently any Trademark application pending as of the date of this Assignment or thereafter which a prudent person would prosecute and to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor.

7. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

8. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

9. No course of dealing with the Assignor by the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

11. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

12. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. This Assignment and the rights and obligations of the parties hereunder shall be

construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

NILFISK-ADVANCE A/S

By Jøge Reinert Tom Knutzen
Name: JØGE REINERT Tom Knutzen
Title: CFO Executive Director

Address for Assignor:

Sognevej 25
DK-2605 Brøndby
Denmark
Attn: Managing Director
Fax No. +45 43 43 72 36

EXHIBIT A

UNITED STATES TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
TURBO-VAC	693,774	03/01/60(00)	Intl. 7
MICROSTATIC & DESIGN	695,328	03/29/60(00)	Intl. 7,9
MICROSTAT & DESIGN	696,710	04/26/60(00)	Intl. 9
DUR-A-VAC	716,473	06/06/61(01)	Intl. 17
TURBO-VAC	1,200,172	07/06/82(02)	Intl. 7
CHAMPION	1,223,994	01/18/83(03)	Intl. 9
DURASCRUB	1,868,007	12-20-94(04)	Intl. 7
SELECT LINE	1,884,602	03/21/95(05)	Intl. 7
DURATRAC	1,888,219	04/11/95(05)	Intl. 7
DURAGLOSS	2,006,133	10-08-96(06)	Intl. 7
SELECTSCRUB	2,049,940	04/01/97(07)	Intl. 9
DURAVAC	2,066,163	06/03/97(07)	Intl. 9
DURASWEEP	2,133,075	01/27/98(08)	Intl. 9
TEMCO	2,158,732	05/19/98(08)	Intl. 37
ROBOKENT	1,908,155	08/01/95	Intl. 7
EUROCLEAN	1,102,458	09/19/78	Intl. 7
ERGOCLEAN	1,819,425	02/01/94	Intl. 9

UNITED STATES TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILE DATE</u>	<u>CLASS</u>
JAWS	75/486751	05/18/98	Intl. 7
SELECTVAC	75/486760	05/18/98	Intl. 7
SELECTGLOSS	75/486772	05/18/98	Intl. 7

SELECTRAC

75/486773

05/18/98

Intl. 7

DURALINE

75/487456

05/19/98

Intl. 7

UNITED STATES UNREGISTERED TRADEMARKS

MARK

AutoLearning

AutoSeek

WAN

Kent Silhouettes design

MicroVac

HIP VAC

GOODS

Robotic Floorcare equipment

Robotic Floorcare equipment

Robotic Floorcare equipment

Floorcare equipment

Tank Type Vacuums

Commercial Vacuum Cleaners

SLOGAN

Creative Ideas.
Innovative Solutions.
The Kent Company.

Your Future Is Here!

Tomorrow's Floorcare Today!

GOODS

Floorcare equipment

Robotic Floorcare equipment

Robotic Floorcare equipment