

**COVER SHEET SUBMITTED PURSUANT TO 37 CFR 3.31 WITH RESPECT TO
TRADEMARK ASSIGNED UNDER PATENT SECURITY AGREEMENT DATED
FEBRUARY 3, 1999, BY BREUER ELECTRIC MFG., CO. AS ASSIGNOR, AND AMERICAN
NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS ASSIGNEE**

MRO 2-19-99

1. Name and address of party conveying the interest in the trademark

Breuer Electric Mfg. Co.
7401 W. Lawrence Avenue
Harwood Heights, Illinois 60656

06-02-1999



101021563

2. Name and address of party receiving the interest in the trademark:

American National Bank and
Trust Company of Chicago
120 South LaSalle Street
Chicago, Illinois 60603

TM

3. Description of interest conveyed: ⁴⁰ Collateral assignment of trademark to secure
indebtedness

4. Trademarks covered by the conveyance:

BREUER & DEVICE, Registration Number 2,128,267, registered January 13, 1996;
BREUER/TORNADO, Registration Number 2,123,007, registered December 23, 1997;
TORNADO & DEVICE, Registration Number 1,578,626, registered January 23, 1990;
TORNADO, Registration Number 246,727, registered September 11, 1928;
TORNADO, Registration Number 426,446, registered December 24, 1946;
TORNADO, Registration Number 441,417, registered November 23, 1948;
TORNADO, Registration Number 528,313, registered August 1, 1950;
CARPETKEEPER, Registration Number 893,187, registered June 23, 1970;
FLOURKEEPER, Registration Number 804,615, registered March 1, 1966;
CARPETRINSER, Registration Number 989,816, registered July 30, 1974;
CARPETRINSER/DRYER, Registration Number 1,679,293, registered March 17, 1992;
EXSELLERATE, Registration Number 1,728,309, registered October 27, 1992;
BRUTE FORCE, Registration Number 1,759,499, registered March 23, 1993;
TASKFORCE, Registration Number 1,972,982, registered May 7, 1996;
HEADMASTER, Registration Number 1,972,983, registered May 7, 1996;
T-LITE, Registration Number 1,982,435, registered June 25, 1996; and
THE LATEST DIRT, Registration Number 2,017,106, registered November 19, 1996.

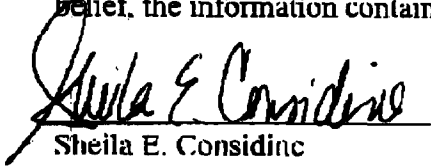
5. Correspondence with respect to this matter should be directed to:

Victor A. Des Laurier, Esq.
Fagel & Haber
140 South Dearborn Street, Suite 1400
Chicago, Illinois 60603

6. A total of seventeen (17) trademarks are identified in this cover sheet for a total fee of \$440.00.

440E

7. Total Fee (37 CFR 3.41): \$440.00, is enclosed herewith.
8. Deposit Account No.: This item is not applicable.
9. The cover sheet is submitted by Sheila E. Considine and, to the best of her knowledge and belief, the information contained in this cover sheet is true and accurate.


Sheila E. Considine

Dated: February 12, 1999

Doc ID: 103903-1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 3rd day of February, 1999 by and between Breuer Electric Mfg. Co., doing business as Breuer/Tornado Corporation, an Illinois corporation ("Breuer"), and American National Bank and Trust Company of Chicago, a national banking association ("Bank").

WITNESSETH:

WHEREAS, Breuer and Bank are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which Bank may, from time to time, extend credit to Breuer; and

WHEREAS, Bank has required Breuer to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Liabilities" (as defined in the Loan Agreement) and the "Covenants" (as defined in the Loan Agreement), and (ii) as a condition precedent to further extensions of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Breuer agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Liabilities and the Covenants, Breuer hereby grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Breuer's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered

trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule "A" attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Breuer's business symbolized by the foregoing and connected therewith, and (v) all of Breuer's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Breuer is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule "B" attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Breuer and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** Breuer will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Breuer further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with the Trademarks or Licenses.

6. **New Trademarks and Licenses.** Breuer represents and warrants that (a) the Trademarks listed on Schedule "A" include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Breuer, (b) the Licenses listed on Schedule "B" include all of the trademark license agreements and service mark license agreements under which Breuer is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Breuer to any Person other than Bank. If, prior to the termination of this Agreement, Breuer shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Breuer shall give to Bank written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Breuer hereby authorizes Bank to modify this Agreement unilaterally (i) by amending Schedule "A" to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule "B" to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule "A" or "B" thereto, as the case may be, such future trademarks, registered

trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Breuer hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder in connection with Bank's exercise of its rights and remedies under paragraph 15 or pursuant to Section 11 of the Loan Agreement shall be coextensive with Breuer's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Breuer.

8. **Right to Inspect; Further Assignments and Security Interests.** Bank may at all reasonable times (and at any time when and Event of Default or Unmatured Event of Default exists) have access to, examine, audit, make copies (at Breuer's expense) and extracts from and inspect Breuer's premises and examine Breuer's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Breuer's ordinary business operations. From and after the occurrence of a Default or Event of Default, Breuer agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such reasonable additional product quality controls as Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Breuer under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Breuer agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Bank, (b) to maintain the quality of such products as of the date hereof, and (c) not to change the quality of such products in any material respect without Bank's prior and express written consent.

9. **Nature and Continuation of Bank's Security Interest; Termination of Bank's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full in cash and the Loan Agreement has been terminated. When all of the Liabilities and Covenants have been indefeasibly paid and satisfied in full and this Agreement has terminated, Bank shall promptly execute and deliver to Breuer, at Breuer's expense, all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Bank pursuant to this Agreement or the Loan Agreement.

10. **Duties of Breuer.** Breuer shall have the duty, to the extent desirable in the normal conduct of Breuer's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Breuer further agrees (i) not to abandon any Trademark or License without the prior written consent of Bank, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Breuer's business. Any expenses incurred in connection with the foregoing shall be borne by Breuer. Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of a Default or Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Breuer and shall be added to the Liabilities secured hereby.

11. **Bank's Right to Sue.** From and after the occurrence of an Event of Default or Unmatured Event of Default, Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Bank shall commence any such suit, Breuer shall, at the request of Bank,

do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Breuer shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Bank).

12. **Waivers.** Bank's failure, at any time or times hereafter, to require strict performance by Breuer of any provision of this Agreement shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Breuer and Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Breuer contained in this Agreement shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in writing signed by an officer of Bank and directed to Breuer specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.**

(a) Breuer hereby irrevocably designates, constitutes and appoints Bank (and all Persons designated by Bank in its sole and absolute discretion) as Breuer's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Breuer's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default, to (i) endorse Breuer's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Bank deems in its best interest. Breuer hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities and Covenants shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated. Breuer acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Bank to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the

Trademarks and Licenses, Breuer agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Bank or any transferee of Bank and to execute and deliver to Bank or any such transferee all such agreements, documents and instruments as may be necessary, in Bank's sole discretion, to effect such assignment, conveyance and transfer. All of Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the Other Agreements. Breuer agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Bank may give any shorter notice that is commercially reasonable under the circumstances.

16. **Successors and Assigns.** This Agreement shall be binding upon Breuer and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Breuer's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Breuer; provided, however, that Breuer shall not voluntarily assign or transfer its rights or obligations hereunder without Bank's prior written consent.

17. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

18. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto 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.

21. **Merger.** This Agreement represents the final agreement of the Breuer with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Breuer and the Bank.

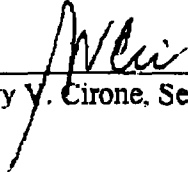
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BREUER ELECTRIC MFG. CO.,
doing business as Breuer/Tornado Corporation,
an Illinois corporation**

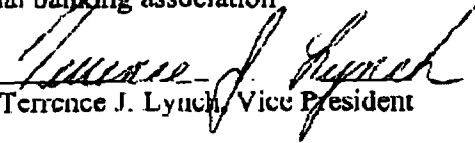
By: 
Michael D. Schaffer, Vice President

Accepted and agreed to
as of the day and
year first above written.

ATTEST:

By: 
Gary V. Cirone, Secretary

**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
a national banking association**

By: 
Terrence J. Lynch, Vice President

SCHEDULE "A"
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Attached.

SCHEME "A"

BREUER ELECTRIC MANUFACTURING COMPANY

TRADEMARK REGISTRATIONS

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Austria	BREUER & DEVICE	80946	6/30/62	Internal combustion engine operated litter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and litter vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers, and blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material in Class 7.	7
Belgium	BREUER & DEVICE	362,635	3/20/62	Internal combustion engine operated litter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and electrically operated vacuum cleaners and litter vacuum cleaners for industrial and commercial use, and also electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material.	7
Canada	BREUER & DEVICE	240,654	3/7/65	Floor and carpet cleaning equipment namely vacuum cleaners, blowers, dust collectors, floor scrubbers, floor polishers and carpet shampooers.	8
Denmark	BREUER & DEVICE	2042-1063	6/10/63	Electrically operated vacuum cleaners, litter vacuum cleaners, electrically operated floor scrubbing machines, floor polishing machines and carpet shampooing machines, all for domestic use in Class 9.	8

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Finland	BREUER & DEVICE	82,815	9/8/62	Electrically operated floor and carpet cleaning equipment including vacuum cleaners, dust collectors, floor scrubbers, floor polishers, carpet shampooers.	0
Finland	BREUER & DEVICE	80,584	4/5/64	Internal combustion engine operated filter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and filter vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers, and blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material in Class 7.	7
France	BREUER & DEVICE	1,203,461	5/8/62	Internal combustion engine operated filter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and filter vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers, and blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material in Class 7.	7

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BREUER & DEVICE

Germany

Internal combustion engine operated filter vacuum
 cleaners, compressed air operated vacuum cleaners;
 battery operated floor scrubbing machines and vacuum
 cleaners, electrically operated vacuum cleaners and
 filter vacuum cleaners for industrial or commercial use,
 and electrically operated floor scrubbing machines, floor
 polishing machines, carpet shampooing machines dust
 collectors, portable air blowers, insulation blowers, and
 blowers for the exhaustion and transport of gases,
 vapours, liquids and pulverulent material in Class 7.

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Ireland	BREUER & DEVICE	B 90,329	5/5/76	Carpet sweepers and vacuum cleaners; machines for domestic use for the cleaning, polishing, scrubbing and shampooing of floor spaces and of floor coverings; all being electrically operated.	9
Ireland	BREUER & DEVICE	B 103,029	9/10/61	Electrically operated machines (other than carpet sweepers or vacuum cleaners) for the cleaning, polishing, scrubbing and shampooing of floor spaces and/or floor coverings.	7
Israel	BREUER & DEVICE	45,095	5/15/61	Electric vacuum cleaners and electro floor polishers all being for industrial use, electric blowers, electric dust collectors, electric floor scrubbers for industrial use, electric carpet shampooers in Class 7.	7
Italy	BREUER & DEVICE	414,862	3/22/66	Internal combustion engine operated litter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and litter vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers, and blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material in Class 7 and 8.	7, 9
Liechtenstein	BREUER & DEVICE	6,278	6/5/62	Internal combustion engine operated litter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and litter vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers, and blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material in Class 7.	7

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Electrically operated machines for the cleaning, washing, polishing, scrubbing, shampooing and waxing of floor space and/or floor coverings and carpets; and electrically operated blowers for the exhaustion and transport of pulverulent material; parts or and fittings and accessories for all the aforesaid goods; and all other goods included in Class 7.

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BREUER & DEVICE

Nigeria

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Norway	BREUER & DEVICE	111,888	2/18/62	Floor and carpet cleaning equipment such as vacuum cleaners, blowers, dust collectors, floor scrubbers, floor polishers, carpet shampooers and the like.	7, 9
Spain	BREUER & DEVICE	877,864	3/5/70	Floor and carpet cleaning equipment such as vacuum cleaners, blowers, dust collectors, floor scrubbers, floor polishers, carpet shampooers and the like in Class 9.	9
Spain	BREUER & DEVICE	1,003,831	4/20/63	Internal combustion engine operated filter vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and filter vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, machines for ventilating and for the absorption and transport of vapours. Liquids and pulverulent material in Class 7.	7
Sweden	BREUER & DEVICE	100,888	3/16/79	Floor and carpet cleaning equipment such as vacuum cleaners, blowers, dust collectors, floor scrubbers, floor polishers, carpet shampooers in Class 9. Floor processing machines, vacuum cleaners, dust collectors, all being for industrial use in Class 7.	7, 9
U.K.	BREUER & DEVICE	B1162078	4/7/81	Electrically operated machines (other than carpet cleaners or vacuum cleaners) for the cleaning, polishing, scrubbing, and shampooing of floor spaces and/or floor coverings, and parts and fittings for all the aforesaid in Class 7.	7
U.K.	BREUER & DEVICE	B1096205	5/9/85	Carpet sweeper and vacuum cleaner; machines for domestic use for the cleaning, polishing, scrubbing and shampooing of floor spaces and of floor coverings; all being electrically operated in Class 9.	9

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
U.S.A.	BREUER & DEVICE	2,124,207	1/13/99	Internal combustion engine operated floor vacuum cleaners; compressed air operated vacuum cleaners; electrically operated high pressure power washers; battery operated floor glazing machines, floor scrubbing machines, floor polishing machines, floor buffing machines, floor burnishing machines, floor stripping machines, and vacuum cleaners; electrically operated vacuum cleaners, vacuum cleaners for toxic materials, wet/dry vacuum cleaners, carpet strapping machines, portable vacuum cleaners, fiber vacuum cleaners, floor scrubbing machines, floor polishing machines, floor buffing machines, floor glazing machines, floor burnishing machines, floor stripping machines; portable air blowers, and blowers for the extraction and transport of gases, vapors, liquids and pulverulent material; and parts for the foregoing goods. In class 7. Battery chargers in class 9.	7, 9

7, 9

12/23/97

2,129,007

BREJER/TORNADO

U.S.A.

internal combustion engine operated floor vacuum cleaners; compressed air operated vacuum cleaners; electrically operated high pressure power washers; battery operated floor glazing machines; floor scrubbing machines; floor polishing machines; floor buffing machines; floor burnishing machines; floor stripping machines; and vacuum cleaners; electrically operated vacuum cleaners; vacuum cleaners for basic materials, wet/dry vacuum cleaners, carpet scrubbing machines, carpet shampooing machines, portable vacuum cleaners, floor vacuum cleaners, floor scrubbing machines, floor polishing machines, floor buffing machines, floor glazing machines, floor burnishing machines, floor stripping machines, portable air blowers, dust collectors, insulation blowers, and blowers for the exhaustion and transport of gases, vapors, liquids and pulverulent material; and parts for the foregoing goods, in class 7. Battery chargers in class 9.

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COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Argentina	TORNADO	1,338,807	3/28/79	Machines for preserving floors, commercial vacuum cleaners, portable blowers, earth, dust collectors, insecticide vaporizers, with the express exclusion of machines for separating dust.	7
Australia	TORNADO	A55193	1/21/86	Electrically-driven portable electric blowers and sprayers in Class 7.	7
Australia	TORNADO	A257,766	1/21/86	Electrically-driven portable electric suction cleaners in Class 9.	9
Benelux	TORNADO	90,371	12/24/79	Electric floor polishing scrubbing, sanding and buffing machines in Classes 7 and 9.	7, 9
Eophuthedswana	TORNADO	71/5738	12/20/81	Blowers, suction cleaners; electric floor polishing, scrubbing, sanding and buffing machines; all the aforesaid goods being for industrial or commercial use; sprayers included in this class; parts of, accessories and components for all the aforesaid goods in Class 7.	7
Canada	TORNADO	TMDA48632	1/25/80	Electrically-driven portable electric blowers, suction cleaners and sprayers. Floor scrubbing, sanding and polishing machines. Dust collectors.	0
Chile	TORNADO	376,028	10/6/81	Blowing machines and machines for blowing insulation material and all other articles comprised in Class 7. Electric machines for floor and carpet cleaning such as vacuum cleaner and machines for washing, polishing and waxing floors and machines for shampooing rugs and carpets, and all other products comprised in Class 9.	7, 9

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Chile TORNADO 368,870 5/17/81 Machines, apparatus and implements for cleaning in general, namely as mechanical sweeping, cleaning, washing and drying clothes apparatus of this class; portable blowing machines for cleaning operations and in particular for cleaning motors and machinery in Class 7. Vacuum electrical cleaners and/or sucking apparatus and portable electric sprayers for cleaning; electric irons in Class 9. Hygienic service installation, including bath heaters and absorbing dust installations in Class 11.

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COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Costa Rica	TORNADO	82607	8/12/83	Internal combustion engine operated floor vacuum cleaners, compressed air operated vacuum cleaners; battery operated floor scrubbing machines and vacuum cleaners, electrically operated vacuum cleaners and floor vacuum cleaners for industrial and commercial use, and electrically operated floor scrubbing machines, floor polishing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers, and blowers for the exhaustion and transport of gases, vapors, liquids and pulverulent material.	7
Costa Rica	TORNADO	7358	10/14/81	Electrically operated floor and carpet cleaning equipment such as vacuum cleaners, machines for washing, polishing and waxing floors, and machines for shampooing rugs and carpets, all for domestic use.	9
Honduras	TORNADO	52,058	3/1/80	Floor and carpet cleaning equipment, such as vacuum cleaners, portable electric sprayers and blowers, machines for washing, polishing and waxing floors, machines for shampooing rugs and carpets and machines for blowing insulation material in Class 9.	9
Japan	TORNADO	215,886	4/27/80	Electrically operated blowers, electrically operated vacuum cleaners, electrically operated sprayers and other electric machines and instruments and parts thereof and electric insulation materials.	09
Japan	TORNADO	2,272,008	10/31/80	Industrial machines and tools, motive power machines and apparatus (excluding electric motors), pneumatic and hydraulic machines and apparatus, office machines and equipment (excluding those belonging to applied electronic machines and apparatus), other machines and equipment not belonging to other classes, parts and accessories thereof (excluding those belonging to other classes), machine elements.	9
Norway	TORNADO	17,486	1/2/80	Goods in Class 9.	9

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COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
Panama	TORNADO	27,187	6/1/81	Floor and carpet equipment such as vacuum-cleaners, portable electric sprayers and blowers, machines for washing, polishing and waxing floors, machines for shampooing rugs and carpets and machines for blowing insulation material.	9
South Africa	TORNADO	71/5736	12/20/81	Blowers, suction cleaners, electric floor polishing, scrubbing, sanding and buffing machines; all the aforesaid goods being for industrial or commercial use; sprayers included in this class; parts of accessories and components for all the aforesaid goods in Class 7.	7
Sweden	TORNADO	36,270	2/3/81	Electrically operated portable electrical fans, vacuum cleaners and spinners.	9
Tanska	TORNADO	71/5736	12/20/81	Blowers, suction cleaners; electric floor polishing, scrubbing, sanding and buffing machines; all the aforesaid goods being for industrial or commercial use; sprayers included in this class; parts of accessories and components for all the aforesaid goods in Class 7.	7
U.K.	TORNADO	508034	12/23/85	Spraying machines for paint and insecticides and electrically driven portable blowers being parts of such spraying machines in Class 6.	6

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COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS	CLASS
U.S.A.	TORNADO & Devices	1,579,628	1/23/90	Internal combustion engine operated filter vacuum cleaners, compressed air operated vacuum cleaners, battery operated floor scrubbing machines, floor polishing machines, floor buffing machines and vacuum cleaners, electrically operated vacuum cleaners, vacuum cleaners for industrial or commercial use, and electrically operated floor scrubbing machines, floor polishing machines, floor buffing machines, carpet shampooing machines, dust collectors, portable air blowers, insulation blowers and blowers for the exhaustion and transport of gases, vapours, liquids and pulverulent material, and parts, accessories and attachments therefor, in Class 7; electrically operated vacuum cleaners, filter vacuum cleaners, floor scrubbing machines, floor polishing machines, floor buffing machines and carpet shampooing machines for domestic use, and parts, accessories and attachments therefor in Class 9; and manually operated filter vacuum cleaners and parts, accessories and attachments therefor, in Class 21.	7, 9, 21
U.S.A.	TORNADO	246,727	8/1/26	Electrical-driven portable electric blowers, suction cleaners, and sprayers, in Class 21.	7
U.S.A.	TORNADO	429,446	12/24/46	Electric dust collectors for wood working machines, in Class 21.	21
U.S.A.	TORNADO	441,417	1/23/46	Devices for the separation of dust from air with a collecting means for collecting the dust and an exhausting means for exhausting air relatively free from dust caused by grinding, buffing, cutting, sawing, turning or polishing operations, consisting of a unit having a blower, a dust arrester or filter, means such as a tray or hopper for collection and a means whereby pure air can be exhausted from the unit, in Class 34.	11
U.S.A.	TORNADO	528,313	8/1/50	Electric machines for floor cleaning, polishing, sanding, scrubbing or waxing, in Class 21.	21

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COUNTRY MARK REGISTRATION NUMBER REGISTRATION DATE GOODS CLASS

Vanda	TORNADO	715736	12/20/61	Blowers, suction cleaners, electric floor polishing, scrubbing, sanding and buffing machines; all the aforesaid goods being for industrial or commercial use; sprayers included in this class; parts of accessories and components for all the aforesaid goods in Class 7.	7
Canada	CARPETKEEPER	163,766	7/11/69	Electrically driven vacuum cleaners and electrical machines for cleaning, polishing, sanding, scrubbing and waxing floors.	0
France	CARPETKEEPER	1,514,081	3/12/69	Electric apparatus	7, 9
Italy	CARPETKEEPER	588,815	3/12/69	Electric apparatus	7, 9
U.S.A.	CARPETKEEPER	693,167	6/23/70	Electric Vacuum Cleaners	21, 23
Canada	FLOORKEEPER	163,765	7/11/69	Electrically driven vacuum cleaner and scrubber for floors.	0
U.S.A.	FLOORKEEPER	694,615	3/1/66	Electric Vacuum Cleaners	23
U.S.A.	CARPETRINGER	688,616	7/30/74	Alth. Electric Vacuum	9
USA	CARPETWINDROUYER	1,679,263	3/17/62	Electric vacuum cleaners that apply fluid to a carpet to be cleaned and extract residual fluid through a vacuum nozzle, and electric vacuum cleaners that apply fluid to a carpet to be cleaned, brush the carpet and then extract residual fluid through a vacuum nozzle, in class 9	9
U.S.A.	EXCELLERATE	1,726,308	10/27/62	Educational Services	9
U.S.A.	BRUTE FORCE	1,759,498	3/23/93	Pressure washers	7
U.S.A.	TASKFORCE	1,972,982	5/7/86	Vacuum Cleaners	7
U.S.A.	HEADMASTER	1,972,983	5/7/86	Vacuum Cleaners	9
U.S.A.	T-LITE	1,982,435	6/26/86	Vacuum cleaner tanks, hoses and wands, in class 9; Suction nozzles for vacuum cleaners, in class 21.	9, 21
U.S.A.	THE LATEST DIRT	2,017,106	11/19/08	Printed brochures featuring information about commercial cleaning machines, in class 16.	16

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TO
TRADEMARK SECURITY AGREEMENT

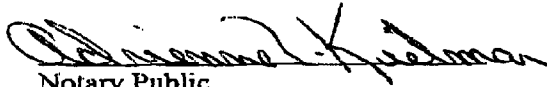
License Agreements

None, except:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 3rd day of February, 1999, by Michael D. Schaffer, the Vice President of Breuer Electric Mfg. Co. and Gary V. Cirone, the Secretary of Breuer Electric Mfg. Co., on behalf of such corporation.

GIVEN under my hand an notarial seal this 3rd day of February, 1999.


Notary Public
My commission expires: _____

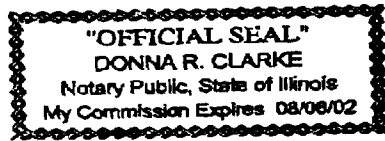


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 3rd day of February, 1999, by Terrence J. Lynch, a Vice President of American National Bank and Trust Company of Chicago, on behalf of such Bank.

GIVEN under my hand an notarial seal this 3rd day of February, 1999.

Donna R Clarke
Notary Public
My commission expires: 8/8/02



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