

*MD*  
*324.99*

TRAD



101004822

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

ORECK CORPORATION

03-24-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Individual(s)  
 General Partnership  
 Corporation - State  
 Other

Association  
 Limited Partnership  
 DELAWARE

Additional names of conveying parties attached?  Yes  No

Name and address of receiving party:

e: BANK ONE

ess: 201 ST. CHARLES AVENUE

NEW ORLEANS

State: LA ZIP: 70170

3. Nature of conveyance:

Assignment  
 Security Agreement  
 Other

Merger  
 Change of Name

Execution Dates:

1) FEBRUARY 25, 1999 3) \_\_\_\_\_  
2) \_\_\_\_\_ 4) \_\_\_\_\_

Individual(s) citizenship  
 Association  
 General Partnership  
 Corporation - State  
 Other

Limited Partnership  
 LOUISIANA

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 registration number(s):

A. Trademark Application No(s).

(SEE ATTACHED)

B. Trademark Registration No(s).

(SEE ATTACHED)

Additional numbers attached?  Yes  No

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

Name: PAUL T. PARKER

Internal Address: SEED AND BERRY LLP

6300 COLUMBIA CENTER

Street Address: 701 FIFTH AVENUE

City: SEATTLE State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved..... 120

7. Total Fee (37 CFR 3.41): ..... \$3,015

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-1090

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

04/06/1999 DNGUYEN 00000208 2214592

01 FC:481 40.00 DP  
02 FC:482 2975.00 DP

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.

PAUL T. PARKER  
Name of Person Signing

*Paul Parker*  
Signature

*3/22/99*  
Date

Total number of pages including cover sheet, attachments, and document: 3

REGISTERED TRADEMARKS

2,214,592	2,214,182	2,055,151
827,489	1,833,117	728,222
611,747	1,417,280	709,892
1,808,454	1,867,478	2,204,513
2,091,436	2,057,282	1,130,722
1,453,989	1,455,120	1,366,512
1,794,157	1,794,156	1,028,501
1,881,888	1,991,358	1,854,207
2,216,330	1,860,794	1,538,966
1,810,604	1,454,954	2,195,639
2,174,877	1,143,124	1,462,550
1,869,972	1,850,452	1,336,302
135,051	1,898,577	1,366,514
1,336,301	1,704,627	1,286,052
1,947,309	1,796,799	1,758,048
1,798,501	1,812,769	1,617,357
1,128,184	1,119,923	2,139,911
893,623	1,203,884	1,849,019

TRADEMARK APPLICATIONS

75/106,116	75/394,289	75/283,674
75/447,884	75/414,281	75/342,979
75/394,560	75/414,540	75/486,556
75/394,299	75/283,685	75/503,277
75/463,320	75/377,853	75/106,115
75/548,903	75/414,282	75/436,278
75/503,431	75/394,523	75/394,524
75/436,577	75/503,464	75/453,568
75/392,811	75/414,538	75/343,223
75/343,423	75/414,489	75/394,521
75/393,993	75/342,981	75/343,661
75/394,297	75/392,810	75/614,166
75/577,059	75/414,500	75/503,424
75/602,338	75/541,352	75/541,295
75/541,353	75/414,286	75/414,283
75/414,539	75/392,630	75/394,535
75/614,173	75/283,675	75/551,169
75/491,100	75/491,101	75/436,591
75/414,524	75/414,537	75/613,063
75/394,296	75/440,487	75/106,118
75/106,117	75/463,319	75/414,541
75/106,851	75/614,168	

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**NOTICE AND AGREEMENT REGARDING  
SECURITY INTEREST IN PATENTS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS, AND COPYRIGHT REGISTRATIONS**

THIS NOTICE AND AGREEMENT REGARDING SECURITY INTEREST IN PATENTS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS, AND COPYRIGHT REGISTRATIONS (the "*Agreement*") is made effective as of February 25, 1999, among **ORECK CORPORATION**, a Delaware corporation (referred to below as "*Borrower*"), **ORECK HOLDINGS, LLC**, a Delaware limited liability company (referred to below as "*Grantor*"), and **BANK ONE**, Louisiana, N.A. (referred to below as "*Lender*").

RECITALS

A. Borrower, Grantor and Lender have entered into that certain Amended and Restated Commercial Security Agreement and related documents dated February 25, 1999, whereby Lender has agreed to make certain loans to Borrower under certain terms and conditions. (Hereinafter the Amended and Restated Commercial Security Agreement and all related documents evidencing the loans and security agreements between Borrower, Grantor and Lender are referred to as the "*Loan Documents*".)

B. Pursuant to the terms of the Loan Documents, Grantor has agreed to grant Lender a continuing security interest in the Collateral including the Intellectual Property Rights and Claims as defined below.

C. Lender desires to have a continuing security interest in the Collateral confirmed by recording this document in the United States Patent and Trademark Office ("*PTO*") and the United States Copyright Office ("*Copyright Office*").

NOW, THEREFORE, with the foregoing Recitals deemed incorporated into and made a part of this Agreement by reference, and in consideration of the mutual promises and obligations set forth below, the parties, intending to be legally bound, agree as follows:

1. **SECURITY INTEREST.** In consideration of the covenants and agreements contained in the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged by Borrower and Grantor, and to secure the obligations owing under the Loan Documents, Grantor grants to Lender a continuing security interest in:

1.1. All of Grantor's right, title and interest in and to: (a) United States Letters Patent and United States Trademark Registrations, including the subject marks and the associated goodwill, described in Exhibit A attached hereto, and any future United States patents and United States trademark registrations (the "*Patents and Trademark Registrations*"); (b) the applications for United States Trademark Registration, including the subject marks and the associated goodwill, as set forth on Exhibit A, and any future United

States Trademark Applications (the "**Trademark Applications**"); (c) any reissue, extension, or renewal of the Patents and Trademark Registrations, or any division of the Trademark Applications (such reissues, extensions, renewals, and divisions are referred to collectively as the "**Further Rights**"); (d) all copyrights registered with the Copyright Office described in Exhibit A, and any future registrations with the Copyright Office ("**Copyrights**"); (e) all future royalties or other fees paid or payment or payments made or to be made to Grantor or Borrower in respect to the Patents and Trademark Registrations, Trademark Applications, Copyrights, and Further Rights (the "**Royalties**"); and (f) proceeds of any and all of the foregoing (the Patents and Trademark Registrations, Trademark Applications, Further Rights, Copyrights and Royalties, which are referred to collectively as the "**Intellectual Property Rights**").

1.2. All rights, interests, claims and demands that Grantor or Borrower have or may have in existing and future profits and damages for past and future infringements of the Intellectual Property Rights (the "**Claims**") (the Intellectual Property Rights and Claims are referred to collectively as the "**Collateral**").

2. **GRANTOR'S WARRANTY.** Grantor warrants and represents that:

2.1. Grantor is the true and lawful exclusive owner of the Intellectual Property Rights set forth on Exhibit A, including all rights and interests granted by this Agreement.

2.2. To the best of Grantor's knowledge, the Collateral is valid and enforceable.

2.3. Grantor has full power and authority to execute and deliver this Agreement.

2.4. Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Intellectual Property Rights and the interests granted by this Agreement, other than those previously disclosed to Lender.

2.5. Other than the non-exclusive licenses granted to subsidiaries and affiliates of Grantor in the ordinary course of business, the Intellectual Property Rights and all interests granted in the Collateral are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. **AFFIRMATIVE COVENANTS.** Borrower and Grantor further covenant that, until all of the above-described obligations have been satisfied in full, Borrower and Grantor will:

3.1. Not enter into any agreement(s), including, without limitation, license agreements, which are inconsistent with Borrower's and Grantor's undertakings and

covenants under the Loan Documents or this Agreement or which restrict or impair Lender's right to realize upon the security interest granted under this Agreement.

3.2. Take reasonable steps to protect, maintain and enforce the Patents, Trademark Registrations, Trademark Applications, and Copyrights, and to maintain the quality of the goods and services associated with the trademarks so that the goods are of good workmanship and quality and so that the services are of good quality and rendered in a good workmanlike manner and be at or above the level of quality as of the date of this Agreement.

4. **RESTRICTIONS ON SALE OR FURTHER ENCUMBRANCE.**

Grantor agrees not to sell, assign or further encumber Grantor's rights and interests in the Collateral, except in the ordinary course of business, without the prior written consent of Lender.

5. **LENDER'S RIGHTS ON DEFAULT.** If Borrower or Grantor default under the Loan Documents, Lender, as the holder of a security interest under the Louisiana Uniform Commercial Code as now or hereafter in effect, may take such action as is permitted by law or in equity, in Lender's sole discretion, to foreclose on or otherwise realize on the Collateral covered by this Agreement. For those purposes, and only in the event that Grantor or Borrower default under the Loan Documents, Grantor hereby conditionally authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select in Lender's sole discretion, as Grantor's true and lawful attorney-in-fact with the conditional power to endorse Grantor's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Grantor or by Lender on Grantor's behalf, necessary for Lender or its transferees, successors or assigns, to obtain title to and the right to use the Collateral together with the associated goodwill, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Collateral and associated goodwill to any other person. Grantor hereby ratifies all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable during the term of the Loan Documents.

6. **REMEDIES.** Upon the occurrence of any Event of Default as defined in the Loan Documents and the lapse of any applicable cure period, and at all times thereafter, Lender shall have the rights and remedies of a secured party under the UCC in addition to the rights and remedies provided elsewhere within the Security Agreement or in any other writing executed by Grantor. Lender will give Grantor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed to the last known address of Grantor at least ten (10) days before the time of the public sale or the time after which any private sale or other intended disposition thereof is to be made. At any such public or private sale, Lender may purchase the Collateral. After deduction for Lender's expenses related to any such public or private sale, the residue of any such proceeds of sale shall be applied in satisfaction of the Grantor's obligations in such order of preference as Lender may determine. Any excess, to the extent permitted by law, shall be paid to Grantor. To

the extent that a deficiency remains after any such public or private sale, Lender may obtain a judgment against Grantor for any such deficiency. Lender shall have the right, but not the obligation, to take all such actions and to do all such things as Lender deems reasonably necessary to protect and preserve the Collateral and Lender's rights hereunder.

7. **FILING OF DOCUMENTS WITH PTO.** Grantor shall, at Grantor's own expense and to the extent Lender deems it necessary, diligently file and prosecute all Trademark Applications relating to the Collateral in the PTO, and, except in the ordinary course of business, shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon, except in the ordinary course of business, any such Collateral before the exhaustion of all administrative and judicial remedies without the prior written consent of Lender.

8. **FEES, COSTS AND EXPENSES.** Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses, incurred by Lender in connection with the preparation, modification, enforcement or termination of this Agreement and all other documents relating to this Agreement and to the consummation of the transactions contemplated by this Agreement, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by Grantor on demand by Lender and, until paid, shall be added to the obligations described in the Loan Documents.

9. **SUIT TO ENFORCE COLLATERAL.** Grantor shall promptly provide Lender with prior written notice of any suit to enforce the Collateral. Lender may, at Lender's option, be joined as a nominal party to the suit if Lender shall be satisfied that joinder is necessary and that Lender is not thereby incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify, defend and hold Lender harmless from and against all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this Section 9 and all other actions and conduct of Grantor with respect to the Intellectual Property Rights during the term of this Agreement.

10. **MODIFICATION; WAIVER.** No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

11. **EXPENSES INCURRED IN PROTECTING COLLATERAL.** If Grantor fails to comply with any of Grantor's undertakings and covenants under the Loan Documents or this Agreement, Lender may, at Lender's sole option, do so in Lender's name, but at Grantor's expense. Grantor agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending, enforcing and maintaining the Collateral.

12. **TERMINATION OF LENDER'S INTEREST IN COLLATERAL.** On full and unconditional satisfaction of all of Borrower's obligations to Lender under the Loan

Documents, Lender shall execute and deliver to Borrower and Grantor all documents reasonably necessary to terminate Lender's security interests in the Collateral.

13. **NOT A CONDITIONAL ASSIGNMENT.** Lender and Grantor intend this document to evidence a security interest enforceable against the Collateral as a mortgage and security interest with respect to patents and as a security interest against the trademark registrations. Nothing herein is intended to give rise to a conditional assignment as that term is used in The Clorox Co. v. Chemical Bank, 40 U.S.P.Q. 2d 1098 (1996).

14. **RECORDATION OF AGREEMENT.** Grantor hereby acknowledges and agrees that this Agreement shall be recorded with the PTO and the Copyright Office.

15. **PARTIES BOUND.** This Agreement shall be binding on Borrower, Grantor, and their successors and assigns, and shall inure to the benefit of Lender, and its successors and assigns.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

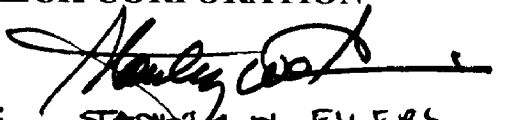
17. **INTEGRATION AND CONFLICTS.** This Agreement incorporates by reference the terms and conditions of the Loan Documents. To the extent the terms and provisions of this Agreement directly conflict with the Loan Documents, the terms and provisions of the Loan Documents shall govern.

18. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

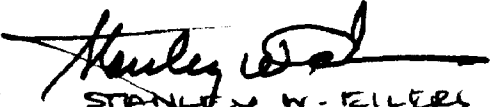
**BORROWER:**

**ORECK CORPORATION**

  
By: STANLEY W. ELLERS  
Title: V.P., FINANCE

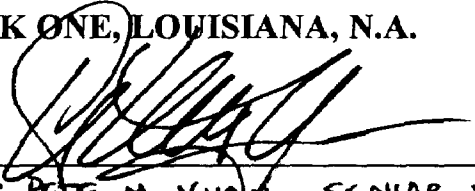
**GRANTOR:**

**ORECK HOLDINGS, LLC**

  
By: STANLEY W. EILERS  
Title: ASST. SECRETARY

**LENDER:**

**BANK ONE, LOUISIANA, N.A.**

  
By: \_\_\_\_\_  
Title: PETE M. YUAS, SENIOR V.P.



## REGISTERED TRADEMARKS

Exhibit "A"

Mark	Jurisdiction	Registration No.
ELECTRIKBROOM AND DESIGN	Australia	B178791
HOUSEKEEPER	Australia	A494602
REGINA	Australia	A494661
REGINA	Australia	A494659
REGINA	Australia	A494660
REGINA	Barbados	81/3527
ELECTRIKBROOM	Benelux	93688
REGINA	Benelux	473225
DIRT MAGNET	Canada	410591
DIRT SEARCH	Canada	422471
ELECTRIKBROOM	Canada	NS 25/7231
HOKY (STYLIZED)	Canada	183802
HOKY AND DESIGN	Canada	378664
HOME SPA	Canada	353034
HOUSEKEEPER	Canada	377663
L SHAPED DESIGN	Canada	399868
OBTUSE ANGLED DESIGN (FOR VACUUM CLEANER HOUSING)	Canada	402907
ORECK	Canada	391610
ORECK XL HOTEL VACUUM	Canada	359424
ORECKCARE	Canada	355473
REACH-AROUND	Canada	430548
REGINA	Canada	UCA023314
REGINA STEEMER	Canada	352144
SPLIT CROWN DESIGN	Canada	208693
XL AND DESIGN	Canada	225465
XL AND DESIGN	Canada	288141
XL AND DESIGN	Canada	303227
REGINA (STYLIZED)	Chile	368561
REGINA	Costa Rica	78.913
REGINA	El Salvador	148 book 93
ORECK	European Community	80002
ORECK XL	European Community	80051
CAMBRIDGE	France	1582893
DIRT MAGNET	France	1598928
DIRT SEARCH	France	1598927
ELECTRIKBROOM	France	1649241
HOUSEKEEPER	France	1568158
ORECK	France	1396101
REACH-AROUND	France	1598929
REGINA	France	1265072
REGINA	France	1568159
CAMBRIDGE	Germany	1169934
DIRT MAGNET	Germany	1179329
DIRT SEARCH	Germany	1181995
ELECTRICBROOM THE REGINA CORPORATION	Germany	888129
ORECK	Germany	1110592
REACH-AROUND	Germany	1190728
REGINA	Germany	932269
REGINA ELECTRIKBROOM	Germany	940462
REGINA HOMESPA	Germany	1133691

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No</b>
REGINA HOUSEKEEPER	Germany	1127691
ELECTRIKBROOM	Greece	46391
L-SHAPED DESIGN	Greece	129892
OBTUSE ANGLED DESIGN	Greece	129893
ORECK	Greece	129889
ORECK XL	Greece	129890
REGINA	Greece	42742
WHITE STRIPE DESIGN	Greece	129894
XL	Greece	129891
REGINA	Ireland	41449
REGINA ELECTRIKBROOM	Ireland	78569
CAMBRIDGE	Italy	535843
DIRT MAGNET	Italy	584989
DIRT SEARCH	Italy	584990
ELECTRIKBROOM	Italy	612414
HOUSEKEEPER	Italy	533519
ORECK	Italy	510061
REACH-AROUND	Italy	584988
REGINA	Italy	615031
REGINA	Jamaica	14652
ELECTRIKBROOM	Japan	3278515
REGINA AND KATAKANA	Japan	1406801
ADVANCE POWER SYSTEM	Mexico	419465
DIRT MAGNET	Mexico	419466
DIRT SEARCH	Mexico	419467
ELECTRIKBROOM	Mexico	419468
FLOOR GLIDE	Mexico	420372
HANDI-HANDLE	Mexico	468842
HOUSEKEEPER	Mexico	419469
HOUSEKEEPER PLUS	Mexico	419470
HOUSEKEEPER PRO	Mexico	419471
HOUSEKEEPER ULTRA	Mexico	419472
ORECK	Mexico	423458
ORECK XL	Mexico	423459
PRO CARE	Mexico	419473
R AND DOT AND DESIGN	Mexico	420374
R AND DOT AND DESIGN	Mexico	418508
REACH-AROUND	Mexico	428844
REGINA	Mexico	419479
REGINA	Mexico	529501
REGINA STEEMER	Mexico	419475
REGINA STEEMER CARPET CLEANER	Mexico	428845
RUG PILE DIAL	Mexico	419474
SPLIT CROWN AND DESIGN	Mexico	420373
STEEMER CARPET CLEANER PLUS	Mexico	419476
STEEMER PLUS	Mexico	428976
STEEMER PRO	Mexico	419477
STEEMER ULTRA	Mexico	428977
STEEMER ULTRA CARPET CLEANING SYSTEM	Mexico	419478
THREAD-GUARD	Mexico	419663

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No</b>
ULTRA POWER	Mexico	432868
XL	Mexico	521914
ELECTRIKBROOM	New Zealand	B91160
REGINA	Panama	060217
REGINA	Panama	060218
REGINA (STYLIZED)	South Africa	858/29
REGINA ELECTRIKBROOM	South Africa	69/3842
REGINA	Spain	188368
REGINA (STYLIZED)	Switzerland	379190
DIRT MAGNET	United Kingdom	1427105
GERMASTAT	United Kingdom	2131755
ORECK	United Kingdom	1301059
ORECK CARE HANDY KLEEN AND DESIGN	United Kingdom	2050268
ORECK CARE KLEEN FORCE AND DESIGN	United Kingdom	2050259
REACH-AROUND	United Kingdom	1426471
REGINA (STYLIZED)	United Kingdom	506447
REGINA ELECTRIKBROOM	United Kingdom	947193
A GIFT FROM MOTHER NATURE FROM THE CENTER OF THE EARTH	United States of America	2,214,592
CELOC	United States of America	2,214,182
CELOC	United States of America	2,055,151
DESIGN OF SPLIT CROWN	United States of America	827,489
EASYPRO	United States of America	1,833,117
ELECTRIK-SHOEBOY	United States of America	728,222
ELECTRIKBROOM (STYLIZED)	United States of America	611,747
ELECTRIKBROOM (STYLIZED)	United States of America	1,417,280
ELECTRIKMOP	United States of America	709,892
ENVIRO-GUARD (STYLIZED)	United States of America	1,808,454
FLOOR GLIDE	United States of America	1,867,478
FULL RELEASE	United States of America	2,204,513
GERMASTAT	United States of America	2,091,436
H2ORECK	United States of America	2,057,282
HANDI-HANDLE	United States of America	1,130,722
HELPING HAND	United States of America	1,453,989
HOKY	United States of America	2,163,966
HOKY AND DESIGN	United States of America	2,164,012
HOKY CONTICO AND DESIGN	United States of America	2,165,784
HOME SPA	United States of America	1,455,120
HOUSEKEEPER AND DESIGN	United States of America	1,366,512
HOUSEKEEPER PRO	United States of America	1,794,157
HOUSEKEEPER ULTRA	United States of America	1,794,156
IRONMAN	United States of America	2,022,721
L-SHAPED DESIGN	United States of America	1,881,888
LOW BOY	United States of America	1,991,358
MICRO SWEEP AND DESIGN	United States of America	1,854,207
NO RETURN	United States of America	2,216,330
NOTHING GETS BY AN ORECK!	United States of America	1,860,794
OBTUSE ANGLED DESIGN	United States of America	1,538,966
ORBITER	United States of America	1,810,604
ORECK	United States of America	1,454,954

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>
ORECK	United States of America	2,195,639
ORECK SIMPLY AMAZING	United States of America	2,174,877
ORECK XL	United States of America	1,143,124
ORECK XL HOTEL VACUUM	United States of America	1,462,550
ORECKCARE	United States of America	1,869,972
POWER SCRUBBER	United States of America	1,850,452
REGINA	United States of America	1,336,302
REGINA (STYLIZED)	United States of America	135,051
REGINA AND DESIGN	United States of America	1,898,577
REGINA HOUSEKEEPER (STYLIZED)	United States of America	1,366,514
REGINA STEEMER	United States of America	1,336,301
REGINA STEEMER CARPET CLEANER	United States of America	1,704,627
SNAP'N VAC	United States of America	1,286,052
STAIRCARE	United States of America	1,947,309
STEEMER PLUS	United States of America	1,796,799
STEEMER PRO	United States of America	1,758,048
STEEMER ULTRA	United States of America	1,798,501
THREAD GUARD	United States of America	1,812,769
VACUUM CLEANER HEAD DESIGN WITH LIGHT	United States of America	1,617,357
X-TENDED LIFE	United States of America	1,128,184
X-TENDED LIFE	United States of America	1,119,923
XL (STYLIZED)	United States of America	2,139,911
XL (STYLIZED)	United States of America	893,623
XL AND DESIGN	United States of America	1,203,884
XL AND DESIGN	United States of America	1,028,501
XL FILTER KNIT	United States of America	1,849,019

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No.	Filed
NOTHING GETS BY AN ORECK	Australia	775805	15-Oct-98
NOTHING GETS BY AN ORECK	Australia	775804	15-Oct-98
ORECK	Australia	775802	15-Oct-98
ORECK	Australia	775806	15-Oct-98
ORECK XL	Australia	775803	15-Oct-98
ORECK XL	Australia	775801	15-Oct-98
ADVANCE POWER	Canada	802136	19-Jan-96
POWER SCRUBBER	Canada	765224	29-Sep-94
POWER SWEEP	Canada	740251	02-Nov-93
ULTRA POWER	Canada	802135	19-Jan-96
VALUPOWER	Canada	800708	27-Dec-95
REGINA	European Community	000818187	07-May-98
ORECK	Japan	07-101944	03-Oct-95
NOTHING GETS BY AN ORECK	New Zealand	300519	28-Oct-98
NOTHING GETS BY AN ORECK	New Zealand	300520	28-Oct-98
ORECK	New Zealand	300515	28-Oct-98
ORECK	New Zealand	300516	28-Oct-98
ORECK XL	New Zealand	300518	28-Oct-98
ORECK XL	New Zealand	300517	28-Oct-98
ADVANCE POWER	United States of America	75/106,116	17-May-96
ALANITE	United States of America	75/394,289	21-Nov-97
APARTMENT UPRIGHT	United States of America	75/283,674	29-Apr-97
APARTMENT VACUUM	United States of America	75/447,884	10-Mar-98
ASSAIL-A-CELL	United States of America	75/414,281	06-Jan-98
BIG FOOT	United States of America	75/342,979	18-Aug-97
BLOOMING JASMINE	United States of America	75/394,560	21-Nov-97
BOWL BEAUTIFUL	United States of America	75/414,540	06-Jan-98
CELOC	United States of America	75/486,556	18-May-98
CLOUD FREE	United States of America	75/394,299	21-Nov-97
COM VAC	United States of America	75/283,685	29-Apr-97
COUNTER-INTELLIGENCE	United States of America	75/503,277	16-Jun-98
DEPENDABLE REGINA FOR OVER 100 YEARS	United States of America	75/463,320	02-Apr-98
DIRT SEARCH	United States of America	75/377,853	23-Oct-97
DUST TRAPPER	United States of America	75/106,115	17-May-96
ELECTRITECH	United States of America	75/548,903	08-Sep-98
FULL BLOOM	United States of America	75/414,282	06-Jan-98
GERMASEAL	United States of America	75/436,278	18-Feb-98
GRUNGE ATTACK	United States of America	75/503,431	16-Jun-98
HOSPITAL CLEAN	United States of America	75/394,523	21-Nov-97
LITTER EX	United States of America	75/394,524	21-Nov-97
METAXALLOY	United States of America	75/436,577	18-Feb-98
MICHELANGELO'S MARBLE RESTORER	United States of America	75/503,464	16-Jun-98
MICRO SWEEP AND DESIGN	United States of America	75/453,568	20-Mar-98
NOTES OF VANILLA	United States of America	75/392,811	19-Nov-97
ODOR CHOMPER	United States of America	75/414,538	06-Jan-98
ORECK	United States of America	75/343,223	19-Aug-97
ORECK	United States of America	75/343,423	19-Aug-97
ORECK DRY CARPET	United States of America	75/414,489	05-Jan-98
ORECK FRESH AIR	United States of America	75/394,521	21-Nov-97
ORECK PREMIST	United States of America	75/393,993	21-Nov-97
ORECK SELECT	United States of America	75/342,981	18-Aug-97

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No.	Filed
ORECK SELECT	United States of America	75/343,661	19-Aug-97
ORECK WELCOME HOME	United States of America	75/394,297	21-Nov-97
ORECKBRITE	United States of America	75/392,810	19-Nov-97
POWER BRUSH	United States of America	75/614,166	29-Dec-98
RESTAURATEUR	United States of America	75/577,059	26-Oct-98
REVELRY	United States of America	75/414,500	06-Jan-98
ROCK SOLID	United States of America	75/503,424	16-Jun-98
ROTO BLADE	United States of America	75/602,338	07-Dec-98
SANISEAL	United States of America	75/541,352	24-Aug-98
SANISEAL	United States of America	75/541,295	24-Aug-98
SANISEAL	United States of America	75/541,353	24-Aug-98
SCENTULITE	United States of America	75/414,286	06-Jan-98
SEARCH & DESTROY	United States of America	75/414,283	06-Jan-98
SOLVE-A-SPOT	United States of America	75/414,539	06-Jan-98
SPRING MULBERRIES	United States of America	75/392,630	19-Nov-97
STAINS AND ODORS DISAPPEAR AS YOU SPRAY	United States of America	75/394,535	21-Nov-97
STAIRSAVER	United States of America	75/614,173	29-Dec-98
STAND GUARD	United States of America	75/283,675	29-Apr-97
STEEMER	United States of America	75/551,169	10-Sep-98
STONE CLEAR BOTTOM	United States of America	75/491,100	27-May-98
STONE CLEAR TOP	United States of America	75/491,101	27-May-98
THE HOUSEKEEPER'S HEADQUARTERS	United States of America	75/436,591	18-Feb-98
THE O MONSTER CLEANER	United States of America	75/414,524	06-Jan-98
THE O MONSTER CLEANER PLUS	United States of America	75/414,537	06-Jan-98
TIDY UP	United States of America	75/613,063	29-Dec-98
TWO TOUGH	United States of America	75/394,296	21-Nov-97
ULTRA	United States of America	75/440,487	25-Feb-98
ULTRA POWER	United States of America	75/106,118	17-May-96
VALUPOWER	United States of America	75/106,117	17-May-96
WHISPURR QUIET AND DESIGN	United States of America	75/463,319	02-Apr-98
WOOD SPLENDOR	United States of America	75/414,541	06-Jan-98
XL (STYLIZED)	United States of America	75/106,851	20-May-96
ZIP VAC	United States of America	75/614,168	29-Dec-98

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Title	Jurisdiction	Patent No.	Issue Date
Improved cleaning device	Belgium	0535782	02-Oct-1996
Cleaning device with suction nozzle and liquid and gas separator	Canada	1334473	21-Feb-1995
Vacuum cleaner having an integral tool holder	Canada	1300830	19-May-1992
Cleaning device with liquid container retaining structure	Canada	1331425	16-Aug-1994
Above-the-floor adaptor for upright vacuum cleaner	Canada	1216108	06-Jan-1987
Two-part handle assembly for electrical appliances	Canada	1229893	01-Dec-1987
Machine for cleaning surfaces such as carpets, floors and the like	Canada	1269210	22-May-1990
Cleaning device with container, collar and docketing recess	Canada	1302357	02-Jun-1992
Cleaning device with suction nozzle and liquid and gas separator	Canada	1299825	05-May-1992
Improved cleaning device	Denmark	0535782	02-Oct-1996
Floor washing apparatus	France	0404278	03-May-1995
Vacuum cleaner	France	513499 to 513505	04-Sep-1998
Machine for cleaning surfaces such as carpets, floors and the like	France	0174312	11-Sep-1991
Improved cleaning device	France	0535782	02-Oct-1996
Vacuum cleaner	France	513492 to 513498	04-Sep-1998
Apparatus with removable container for cleaning machine	France	0404279	15-Feb-1995
Vacuum cleaner	France	513485 to 513491	04-Sep-1998
Upright vacuum cleaner	France	516341 to 516347	02-Oct-1998
Cleaning instrument	France	876576	13-Nov-1987
Floor cleaning instrument	France	876757	13-Nov-1987
Cleaning instrument	France	903178	17-May-1990
Carpet Sweeper	France	890511	25-Jan-1989
Apparatus with removable container for cleaning machine	Germany	3486370	15-Feb-1995
Floor washing apparatus	Germany	3486386	03-May-1995
Improved cleaning device	Germany	0535782	02-Oct-1996
Machine for cleaning surfaces such as carpets, floors and the like	Germany	3485060	11-Sep-1991
Vacuum cleaner	Germany	M9803870	23-Dec-1998
Upright vacuum cleaner	Germany	M9804728	23-Nov-1998
Improved cleaning device	Greece	0535782	02-Oct-1996
L-shaped design	Hong Kong	N/A	24-Nov-1989
Upright design	Hong Kong	Gazette No. 48	01-Dec-1989
Improved cleaning device	Italy	0535782	02-Oct-1996
Improved cleaning device	Japan	2116012	06-Dec-1996
Machine for cleaning surfaces such as carpets, floors and the like	Japan	1851341	21-Jun-1994
Improved cleaning device	Luxembourg	0535782	02-Oct-1996
Improved cleaning device	Netherlands	0535782	02-Oct-1996
Improved cleaning device	Portugal	0535782	02-Oct-1996
Upright design	Singapore	N/A	29-Nov-1989
L-shaped design	Singapore	N/A	26-Jan-1990
Machine for cleaning surfaces such as carpets, floors and the like	South Africa	85-0182	27-Nov-1985
Improved cleaning device	Spain	0535782	02-Oct-1996

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Title	Jurisdiction	Patent No.	Issue Date
Vacuum cleaner head	United Kingdom	1056747	31-Jan-1989
Apparatus with removable container for cleaning machine	United Kingdom	0404279	15-Feb-1995
Vacuum cleaner head	United Kingdom	1056749	31-Jan-1989
Vacuum cleaner head	United Kingdom	1056748	31-Jan-1989
Floor washing apparatus	United Kingdom	0404278	03-May-1995
Upright vacuum cleaner	United Kingdom	2074525	03-Dec-1998
Improved cleaning device	United Kingdom	0535782	02-Oct-1996
Vacuum cleaner	United Kingdom	2073955	14-Sep-1998
Vacuum cleaner	United Kingdom	2073956	14-Sep-1998
Machine for cleaning surfaces such a carpets, floors and the like	United Kingdom	0174312	11-Sep-1991
Vacuum cleaner	United Kingdom	2073957	14-Sep-1998
Cleaning device	United States of America	5,311,638	17-May-1994
Cam latch for cleaning devices	United States of America	4,566,149	28-Jan-1986
Tank unit for cleaning devices	United States of America	4,558,484	17-Dec-1985
Vacuum cleaner having an integral tool holder	United States of America	4,761,850	09-Aug-1988
Vacuum cleaner	United States of America	4,823,429	25-Apr-1989
Vacuum cleaner	United States of America	5,129,128	14-Jul-1992
Vacuum cleaner having improved steering features	United States of America	5,323,510	28-Jun-1994
Vacuum cleaner	United States of America	5,329,666	19-Jul-1994
Fold down wheels for carpet cleaner	United States of America	Des. 236,456	28-Oct-1986
Liquid and detergent mixing chamber and valves	United States of America	4,570,856	18-Feb-1986
Steam cleaner	United States of America	D399,615	13-Oct-1998
Vacuum cleaner	United States of America	5,218,736	15-Jun-1993
Indicator nozzle for cleaning devices	United States of America	4,559,665	24-Dec-1985
Dripless nozzle for a cleaning device	United States of America	4,559,667	24-Dec-1985
Cartridge and docking port for a cleaning device	United States of America	4,676,287	30-Jun-1987
Mixing control for water and cleaning fluid	United States of America	4,575,007	11-Mar-1986
Air-liquid separator for cleaning devices	United States of America	4,559,666	24-Dec-1985
Venturi spray nozzle for a cleaning device	United States of America	4,712,740	15-Dec-1987
Two-part handle assembly for electrical appliance	United States of America	4,549,779	29-Oct-1985
Upright vacuum cleaner	United States of America	D403,480	29-Dec-1998



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Title	Jurisdiction	Patent No.	Issue Date
Upright vacuum cleaner	United States of America	D403,479	29-Dec-1998
Shampoo cartridge for carpet cleaner	United States of America	Des. 286,928	25-Nov-1986
Vacuum cleaner with agitation member drive belt access panel	United States of America	5,632,060	27-May-1997
Orbiter floor machine	United States of America	5,355,542	18-Oct-1994
Upright vacuum cleaner	United States of America	D398,723	22-Sep-1998
Vacuum cleaning	United States of America	4,219,902	02-Sep-1980
Electric broom	United States of America	Des. 346,468	26-Apr-1994
Cleaning nozzle	United States of America	Des. 353,918	27-Dec-1994
Hand tool for a cleaning device	United States of America	Des. 347,504	31-May-1994
Base for an upright vacuum cleaner	United States of America	Des. 349,371	02-Aug-1994
Carpet cleaner	United States of America	Des. 287,894	20-Jan-1987
Vacuum cleaner bag attachment	United States of America	4,249,280	10-Feb-1981
Cleaning device	United States of America	Des. 346,467	26-Apr-1994
Floor cleaning device with improved handle grip	United States of America	5,016,315	21-May-1991
Handle grip for a vacuum cleaner	United States of America	Des. 294,988	29-May-1988
Rotary cleaning member in cleaner	United States of America	4,646,380	03-Mar-1987
Cleaning members for cleaning areas near walls used in floor cleaner	United States of America	5,794,297	18-Aug-1998
Floor Cleaner	United States of America	4,845,797	11-Jul-1989
Floor cleaner	United States of America	D317,067	21-May-1991
Floor cleaner	United States of America	D312,154	13-Nov-1990
Vacuum cleaner having improved steering features	United States of America	5,584,095	17-Dec-1996
Vacuum cleaner	United States of America	Des. 301,784	20-Jun-1989
Carpet cleaner	United States of America	Des. 288,016	27-Jan-1987
Pick up nozzle for a carpet cleaner	United States of America	Des. 289,336	14-Apr-1987
Pick up nozzle for a carpet cleaner	United States of America	Des. 289,337	14-Apr-1987

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Title	Jurisdiction	Patent No.	Issue Date
Vacuum cleaner	United States of America	Des. 296,486	28-Jun-1988
Upright vacuum cleaner	United States of America	Des. 346,469	26-Apr-1994
Hydro massage appliance mat	United States of America	Des. 299,063	20-Dec-1988
Cleaning device	United States of America	Des. 346,247	19-Apr-1994
Vacuum cleaner	United States of America	Des. 309,806	07-Aug-1990
Hydro-massage appliance	United States of America	Des. 310,877	25-Sep-1990
Hand held vacuum cleaner	United States of America	Des. 315,623	19-Mar-1991
Vacuum cleaner	United States of America	Des. 316,167	09-Apr-1991
Nozzle for a cleaning device	United States of America	Des. 335,942	25-May-1993
Storage caddy for carpet steam cleaning equipment	United States of America	Des. 337,909	03-Aug-1993
Cleaning device	United States of America	Des. 345,830	05-Apr-1994
Hydro-massage appliance	United States of America	Des. 299,062	20-Dec-1988

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	Title	U.S. Copyright No.	Effective Date
1.	Service Manual - Oreck XL 100 C	VA 285-794	November 13, 1987
2.	Service Manual - Oreck XL 100 C	VA 257-326	April 29, 1987
3.	Service Manual - Oreck XL 100 C	TX 2 039 901	April 29, 1987
4.	Service Manual - Oreck XL 100 C	VA 312-064 . (Supplementary)	January 28, 1988
5.	Service Manual - Oreck XL 100 C	TX 2 338 232 (Supplementary)	January 28, 1988
6.	Service Manual - Oreck XL 100 C	VA 347 822	February 27, 1989
7.	03750-BB SUPER DELUXE BUSTER B MAXI-POWER COMPACT CANNISTER SERVICE MANUAL	TX 4-253-826	December 8, 1995

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