

09-27-1999

HEET
LY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1Q1154083

Tab settings

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

1. Name of conveying party(ies): Shop Vac Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (NJ)
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 8, 1999

2. Name and address of receiving party(ies):

Internal Address: Commercial Paper Inc., as Administrative Agent

Internal Address:

Street Address: 3 World Financial Center

City: New York

State: NY

ZIP: 11285

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State New York

☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation 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 Continuation of Item Four

B. Trademark Registration No.(s) See Continuation of Item Four

Additional numbers attached? ☒ Yes ☐ No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York

State: New York ZIP: 10017

6. Total number of applications and registrations involved: 74

7. Total fee (37 CFR 3.41): \$1,865.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Lori E. Lesser, Esq.

Name of Person Signing

Lori E. Lesser
Signature

9-21-99
Date

Total number of pages comprising cover sheet: 88

Mail documents to be recorded with required cover sheet information
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001959 FRAME: 0584

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

TITLE	REG. NO.	APP. NO.
AIR SWEEP	1,326,698	
AISLE SWEEP	1,534,342	
ALL AROUND	1,579,934	
ALL AROUND	2,188,106	
AQUA-KLEANER	1,545,078	
AQUA-VAC	976,740	
BENCH VAC	1,304,824	
BRUTE	979,872	
BRUTE	1,419,825	
BULLDOG	945,113	
BULLDOG	2,211,499	
COPIER VAC	1,133,988	
FLOORMASTER	1,617,322	
HANG-UP VAC	1,004,130	
HIPPO	1,157,925	
HIPPO-VAC	891,520	
IF YOU OWN A HOUSE, YOU GOTTA OWN A	1,592,815	
LITTER BROOM	1,524,030	
MIGHTY MINI	1,218,995	
MINI PRO	1,316,749	
MISCELLANEOUS DESIGN (QSP HEAD)	2,012,933	
MISCELLANEOUS DESIGN (QSP HEAD)	2,088,962	
ONDEMANDVAC	2,207,646	
QPV	2,199,059	
QSP	2,006,932	

053113-1180-02424-996WGE5R-OTH

TRADEMARK
REEL: 001959 FRAME: 0585

TITLE	REG. NO.	APP. NO.
RVVAC	1,118,543	
SHOP CAN	1,180,858	
SHOP SWEEP	1,893,929	
SHOP VAC & DESIGN	1,680,975	
SHOP VAC QSP	2,027,359	
SHOP-SWEEP	1,182,736	
SHOP-VAC	647,763	
SHOP-VAC COMMERCIAL	2,196,626	
SHOP-VAC INDUSTRIAL	2,196,625	
SHOP-VAC POWER MADE PORTABLE	1,960,930	
SHOP-VAC QSP PRO	2,168,457	
SOLO	1,312,173	
SPOT-CHECK	1,537,944	
STEAMTEAM	1,593,811	
THE PERFORMER	1,294,082	
THE SOLUTION	1,547,083	
THE WET/DRY VAC THAT WHISPERS	2,041,875	
TOOL MATE	1,669,883	
TRADESMAN	1,356,430	
WET BROOM	1,182,781	
WET/DRY BROOM	1,275,876	
1 X 1	1,870,436	
BAC-VAC		75/377,348
BACK-VAC		75/377,530
BAK-VAC		75/377,347
BP		75/377,345
BP VAC		75/377,344

053113-1180-02424-996WGE5R-OTH

TRADEMARK
REEL: 001959 FRAME: 0586

TITLE	REG. NO.	APP. NO.
BULL DOG & DESIGN		75/374,118
CARMASTER		75/085,667
CARMASTER & DESIGN		75/374,117
COMPU VAC		75/085,669
FLOORMASTER		75/303,726
HANG-ON		75/508,907
LA DOMESTICA		75/597,956
QPV THE QUIET VACUUM THAT PUMPS		75/293,685
QSP PLUS		75/610,747
SAFARI		75/377,342
SAHARA		75/377,341
SHOP-PAC		75/508,435
SHOP-PAK		75/502,179
SPORT UTILITY VAC		75/299,398
SPOT-CHECK		74/712,579
SUV		75/299,399
SVC		75/509,992
THE ONLY THING MORE POWERFUL IS OUR NAME		75/316,969
WET DRY VAC & BULLDOG DESIGN		75/394,699
2X2		75/035,391
2X3		75/035,378
2X4		75/035,377

053113-1180-02424-996WGE5R-OTH

TRADEMARK
REEL: 001959 FRAME: 0687

GUARANTEE AND COLLATERAL AGREEMENT

made by

SHOP VAC CORPORATION

and certain of its Subsidiaries

in favor of

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

Dated as of July 8, 1999

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0588

TABLE OF CONTENTS

	Page
SECTION 1. DEFINED TERMS	1
1.1 Definitions	1
1.2 Other Definitional Provisions	6
SECTION 2. GUARANTEE	7
2.1 Guarantee	7
2.2 Right of Contribution	7
2.3 No Subrogation	8
2.4 Amendments, etc. with respect to the Borrower Obligations	8
2.5 Guarantee Absolute and Unconditional	9
2.6 Reinstatement	9
2.7 Payments	10
SECTION 3. GRANT OF SECURITY INTEREST	10
SECTION 4. REPRESENTATIONS AND WARRANTIES	11
4.1 Representations in Credit Agreement	11
4.2 Title; No Other Liens	11
4.3 Perfected First Priority Liens	11
4.4 Chief Executive Office	11
4.5 Inventory and Equipment	12
4.6 Farm Products	12
4.7 Pledged Securities	12
4.8 Receivables	12
4.9 Intellectual Property	12
4.10 Vehicles	13
SECTION 5. COVENANTS	13
5.1 Covenants in Credit Agreement	13
5.2 Delivery of Instruments and Chattel Paper	13
5.3 Maintenance of Insurance	13
5.4 Payment of Obligations	14
5.5 Maintenance of Perfected Security Interest; Further Documentation	14
5.6 Changes in Locations, Name, etc.	14
5.7 Notices	15
5.8 Investment Property	15
5.9 Receivables	16
5.10 Intellectual Property	16
5.11 Vehicles	18
SECTION 6. REMEDIAL PROVISIONS	18
6.1 Certain Matters Relating to Receivables	18

6.2	Communications with Obligors; Grantors Remain Liable	19
6.3	Pledged Stock	19
6.4	Proceeds to be Turned Over To Administrative Agent	20
6.5	Application of Proceeds	20
6.6	Code and Other Remedies	21
6.7	Registration Rights	22
6.8	Waiver; Deficiency	23
SECTION 7.	THE ADMINISTRATIVE AGENT	23
7.1	Administrative Agent's Appointment as Attorney-in-Fact, etc	23
7.2	Duty of Administrative Agent	25
7.3	Execution of Financing Statements	25
7.4	Authority of Administrative Agent	25
SECTION 8.	MISCELLANEOUS	25
8.1	Amendments in Writing	26
8.2	Notices	26
8.3	No Waiver by Course of Conduct; Cumulative Remedies	26
8.4	Enforcement Expenses; Indemnification	26
8.5	Successors and Assigns	27
8.6	Set-Off	27
8.7	Counterparts	27
8.8	Severability	27
8.9	Section Headings	27
8.10	Integration	27
8.11	GOVERNING LAW	28
8.12	Submission To Jurisdiction; Waivers	28
8.13	Acknowledgements	28
8.14	Additional Grantors	29
8.15	Releases	29
8.16	WAIVER OF JURY TRIAL	29

Schedules

Schedule 1	Notice Address of Guarantors
Schedule 2	Description of Pledged Securities
Schedule 3	Filings and Other Actions Required to Perfect Security Interest
Schedule 4	Jurisdiction of Incorporation and Location of Chief Executive Office
Schedule 5	Locations of Inventory and Equipment
Schedule 6	Intellectual Property
Schedule 7	[Reserved]
Schedule 8	[Reserved]
Schedule 9	Existing Prior Liens

Annexes

Annex I	Assumption Agreement
Annex II	Acknowledgment and Consent

GUARANTEE AND COLLATERAL AGREEMENT, dated as of July 8, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 2, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SHOP VAC CORPORATION, a New Jersey corporation (the "Borrower"), the Lenders, LEHMAN BROTHERS INC., as advisor, lead arranger and book manager (in such capacity, the "Arranger"), LEHMAN COMMERCIAL PAPER INC., as syndication agent (in such capacity, the "Syndication Agent"), FIRST UNION NATIONAL BANK, as Documentation Agent (in such capacity, the "Documentation Agent"), and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 **Definitions.** (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code in

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0592

effect in the State of New York on the date hereof are used herein as so defined: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Goods, Instruments, Inventory and Investment Property.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Credit Agreement Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Borrower Hedge Agreement Obligations": the collective reference to all obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to any Lender or any affiliate of any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Specified Hedge Agreement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the relevant Lender or affiliate thereof that are required to be paid by the Borrower pursuant to the terms of any Specified Hedge Agreement).

"Borrower Obligations": the collective reference to (i) the Borrower Credit Agreement Obligations, (ii) the Borrower Hedge Agreement Obligations, but only to the extent that, and only so long as, the Borrower Credit Agreement Obligations are secured and guaranteed pursuant hereto, and (iii) all other obligations and liabilities of the

Borrower, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of this Agreement).

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 5), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in Section 9-105 of the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution, but excluding the Shop Vac Escrow Account.

"Foreign Subsidiary": any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement,

instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Hedge Agreements": as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to the Borrower or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of a Pledged Security.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the Uniform Commercial Code in effect in the State of New York on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Settlement Agreement": the Terms of Settlement Agreement dated April 26, 1999, among McCulloch Corporation, McCulloch North America and the Borrower, as amended, modified, supplemented or restated from time to time. "Settlement Agreement" shall also include any subsequent agreement entered into pursuant to the Settlement Agreement.

"Shop Vac Escrow Account": the escrow account established by the Borrower, pursuant to the terms of the Settlement Agreement, in which the Borrower and its Subsidiaries may deposit not more than \$3,000,000.

"Specified Hedge Agreement": any Hedge Agreement (a) entered into by (i) the Borrower or any of its Subsidiaries and (ii) any Lender or any affiliate thereof, as counterparty, and (b) which has been designated by such Lender and the Borrower, by notice to the Administrative Agent and the Syndication Agent not later than 90 days after the execution and delivery by the Borrower or its Subsidiary thereof, as a Specified Hedge Agreement. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of the Lender or affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or any Guarantor Obligations.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

"Vehicles": all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and, in any event including, without limitation, the vehicles listed on Schedule 8 and all tires and other appurtenances to any of the foregoing.

1.2 **Other Definitional Provisions.** The words "hereof," "herein," "hereto" and "hereunder" and words of similar 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 and Schedule references are to this Agreement unless otherwise specified.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

053113-1180-08113-99SMXA6X-GUA

TRADEMARK
REEL: 001959 FRAME: 0597

(b) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made

053113-1180-08113-99596A6X-GUA

TRADEMARK
REEL: 001959 FRAME: 0598

hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

053113-1180-08113-995MKA6X-GUA

TRADEMARK
REEL: 001959 FRAME: 0599

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0600

Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 **Payments.** Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Payment Office specified in the Credit Agreement.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders (and any affiliates of any Lender to which Hedge Agreement Obligations are owing), a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all Vehicles;
- (l) all Goods and other property not otherwise described above;
- (m) all books and records pertaining to the Collateral; and

(n) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Section 4 of the Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

4.3 Perfected First Priority Liens. Except with respect to each Receivable with a related obligor that is a Government Authority and the Vehicles, the security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for (i) unrecorded Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law and (ii) Liens described on Schedule 9.

4.4 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

053113-1180-08113-995MK6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0602

4.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Pledged Securities. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) The aggregate outstanding principal amount of the Receivables with related obligors that are Governmental Authorities does not represent more than 5% of the total aggregate outstanding principal amount of the Receivables of the Borrower and its Subsidiaries.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

4.9 Intellectual Property. (a) Schedule 6 lists all material Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property of such Grantor described on Schedule 6 is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6 and except as contemplated by Section 7.5(g) of the Credit Agreement, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

4.10 Vehicles. The aggregate book value of all Vehicles owned by all Grantors is less than \$250,000.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.3 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

5.4 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such taxes, assessments, charges or levies need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5 Maintenance of Perfected Security Interest; Further Documentation

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.6 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests

provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.7 **Notices.** Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.8 **Investment Property.** (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Pledged

053113-1180-08113-995MKA6X-GUA

TRADEMARK
REEL: 001959 FRAME: 0606

Securities shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Pledged Securities issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Pledged Securities issued by it.

5.9 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could materially and adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables of such Grantor.

5.10 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the

053113-1180-08113-995NKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0607

ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within 45 Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded in the United States, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including,

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0608

without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.11 Vehicles. (a) If the aggregate book value of Vehicles owned by all Grantors shall exceed \$250,000, the Grantors will take all actions reasonably requested by the Administrative Agent to perfect its security interest therein.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. Upon the occurrence and confirmation of an Event of Default, at any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others reasonably satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) Upon the occurrence and continuation of an Event of Default, at the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0609

gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) Upon the occurrence and continuation of an Event of Default, the Administrative Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any or all of

053113-1180-08113-995HKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0610

the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0611

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, *pro rata* among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, *pro rata* among the Lenders according to the amounts of the Obligations then held by the Lenders; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0612

provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the reasonable opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its commercially reasonable best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the reasonable opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its commercially reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0613

that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) subject to Section 5.4 hereof, pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1 (a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Revolving Credit Loans that are Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0616

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay, or reimburse each Lender and the Administrative Agent for, all its reasonable costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay by such Guarantor in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties

by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.9 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Borrower Hedge Agreement Obligations) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH AGENT AND EACH LENDER, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

8.17 Shop Vac Escrow Account. Notwithstanding any other provisions in this Agreement or in any other Loan Document to the contrary, any funds deposited in the Shop Vac Escrow Account pursuant to the terms of the Settlement Agreement shall not be subject to the terms and conditions of this Agreement.

[SIGNATURE PAGES FOLLOW]

053113-1180-08113-995NKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0621

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

SHOP VAC CORPORATION

By: David A. Bill
Title: Vice President and Chief Financial Officer

SHOP VAC PROPERTIES INTERNATIONAL,
LTD.

By: David A. Bill
Title: Vice President

FELCHAR MANUFACTURING CORP.

By: David A. Bill
Title: Vice President

FORCE MFG. CO.

By: David A. Bill
Title: Vice President

CRAFTOOL COMPANY, INC.

By: David A. Bill
Title: Vice President

053113-1180-00113-99FBI/MAK-GHA

TRADEMARK
REEL: 001959 FRAME: 0622

MOSTARE MANUFACTURING CORP.

By: *Jonathan M.*
Title:

ZELLIE INVESTMENTS INC.

By: *David A. Bull*
Title: President

ZELLIE PROPERTIES INC.

By: *David A. Bull*
Title: President

GOBLIN, INC.

By: *David A. Bull*
Title: Vice President

HIPPO INC.

By: *David A. Bull*
Title: Vice President

053113-1180-00113-99EMKAKK-GUA

TRADEMARK
REEL: 001959 FRAME: 0623

NOTICE ADDRESSES OF GUARANTORS

The Craftool Company, Inc.
2323 Reach Road
Williamsport, PA 17701

Felchar Manufacturing Corporation
196 Corporate Drive
Kirkwood, NY 13795

Force Mfg. Co.
2323 Reach Road
Williamsport, PA 17701

Goblin, Inc.
2323 Reach Road
Williamsport, PA 17701

Hippo, Inc.
2323 Reach Road
Williamsport, PA 17701

Mostare Manufacturing Corporation
2323 Reach Road
Williamsport, PA 17701

Shop Vac Properties International, Ltd.
2323 Reach Road
Williamsport, PA 17701

Zellie Investments, Inc.
300 Delaware Ave., Suite 900
Wilmington, DE 19801

Zellie Properties, Inc.
300 Delaware Ave., Suite 900
Wilmington, DE 19801

NY_D0CS359811.3

TRADEMARK
REEL: 001959 FRAME: 0624

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

Issuer	Class of Stock	Stock Certificate No.	Number of Shares
The Craftool Company, Inc.	common	1	1000 shares to Shop Vac Corporation
Felchar Manufacturing Corporation	common	• 2 • 3	• 10 shares to Shop Vac Corporation • 5 shares to Shop Vac Corporation
Force Mfg. Co.	common	1	1000 shares to Shop Vac Corporation
Goblin, Inc.	common	2	1000 to Shop Vac Properties International, Ltd.
Hippo, Inc.	common	1	1000 to Shop Vac Corporation
Mostare Manufacturing Corporation	common	1	1000 to Shop Vac Corporation
Shop Vac Properties International, Ltd.	common	1	1000 to Shop Vac Corporation
Zellie Investments, Inc.	common	1	1000 to Shop Vac Corporation
Zellie Properties, Inc.	common	1	1000 to Shop Vac Corporation
Shop Vac Kereskedelmi Kft.			• 90% ownership interest to Shop Vac Properties International, Ltd. • 10% ownership interest to Shop Vac Corporation
Shop Vac Australia, Pty. Ltd.	common	• 7	• 2,125,159 to Shop Vac Corporation

NY_DOCSU39811.3

TRADEMARK
REEL: 001959 FRAME: 0625

Pledged Stock (continued)

Issuer	Class of Stock	Stock Certificate No.	Number of Shares
Shop Vac of Canada	common	• 3	• 6,565 to Shop Vac Properties International Ltd.
Shop Vac Mexico, S.A. de C.V.	common	• 3	• 650 to Shop Vac Properties International, Ltd.

Pledged Notes:

Issuer	Payee	Principal Amount
Shop Vac Corporation	Zellie Investments, Inc.	in an amount not to exceed \$36,000,000

NY_DOCS359811.3

TRADEMARK
REEL: 001959 FRAME: 0626

FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

COMPANY	FILING JURISDICTION
The Craftool Company, Inc.	Pennsylvania Secretary of State; Lycoming County Prothonotary, PA
Felchar Manufacturing Corporation	New York Secretary of State; Broome County, NY; Chenango County, NY
Force Mfg. Co.	Pennsylvania Secretary of State; Lycoming County Prothonotary, PA
Goblin, Inc.	New York Secretary of State; Broome County
Hippo, Inc.	Pennsylvania Secretary of State; Lycoming County Prothonotary, PA
Mostare Manufacturing Corporation	Arkansas Secretary of State
Shop Vac Corporation	Pennsylvania Secretary of State; Lycoming County Prothonotary, PA; Lycoming County, real estate records, PA; Bradford County Prothonotary, PA; Bradford County, real estate records, PA; New Jersey Secretary of State
Shop Vac Properties International, Ltd.	Delaware Secretary of State
Zellie Investments, Inc.	Delaware Secretary of State
Zellie Properties, Inc.	Delaware Secretary of State

Patent and Trademark Filings

recordation with U.S. Patent & Trademark Office

Actions with respect to Pledged Stock and Pledged Notes

deliver stock certificates with blank stock powers to Administrative Agent; deliver notes with endorsements to Administrative Agent

Other Actions

- UCC control agreements with securities intermediaries and commodity intermediaries for Investment Property
- possession by Administrative Agent with respect to Instruments with necessary indorsements

JURISDICTION OF ORGANIZATION AND LOCATION OF CHIEF EXECUTIVE OFFICE

GRANTOR	JURISDICTION OF INCORPORATION	LOCATION OF CHIEF EXECUTIVE OFFICE
The Craftool Company, Inc.	Pennsylvania	2323 Reach Road Williamsport, PA 17701
Felchar Manufacturing Corporation	New York	196 Corporate Drive Kirkwood, NY 13795
Force Mfg. Co.	Pennsylvania	2323 Reach Road Williamsport, PA 17701
Goblin, Inc.	New York	2323 Reach Road Williamsport, PA 17701
Hippo, Inc.	Pennsylvania	2323 Reach Road Williamsport, PA 17701
Mostare Manufacturing Corporation	Arkansas	2323 Reach Road Williamsport, PA 17701
Shop Vac Corporation	New Jersey	2323 Reach Road Williamsport, PA 17701
Shop Vac Properties International, Ltd.	Delaware	2323 Reach Road Williamsport, PA 17701
Zellie Investments, Inc.	Delaware	300 Delaware Ave., Suite 900 Wilmington, DE 19801
Zellie Properties, Inc.	Delaware	300 Delaware Ave., Suite 900 Wilmington, DE 19801

NY_DOCS359811.3

TRADEMARK
REEL: 001959 FRAME: 0628

LOCATIONS OF INVENTORY AND EQUIPMENT

Grantor	Locations
Felchar Manufacturing Corporation	196 Corporate Drive, Kirkwood, NY 13795 191 Corporate Drive, Kirkwood, NY 13795 98-100 East Main Street, Norwich, NY 13815 *(after 7/6/99: Norwich Airport Industrial Park, 115 County Road 45, P.O. Box 551, Norwich, NY 13815)
Shop Vac Corporation	2323 Reach Road, Williamsport, PA 17701 3100 Reach Road, Williamsport, PA 17701 215 Reading Avenue, Williamsport, PA 17701 163 Catawissa Avenue, Williamsport, PA 17701 650 Fairview Drive, Montoursville, PA 17754 120 East Second Street, Canton, PA 17724 Main Street, Grover, PA 17735 80 South Washington, Canton, PA 17724

NY_DOCS339811.3

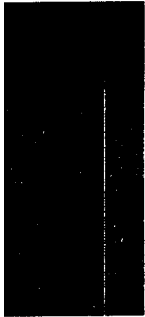
TRADEMARK
REEL: 001959 FRAME: 0629

INTELLECTUAL PROPERTY

See attached Exhibit A.

NY_DOCS359811.3

TRADEMARK
REEL: 001959 FRAME: 0630



15 11

IV.F.

Exhibit A to Schedule 6

A-1

ACTIVE ISSUED PATENTS - 28076				Status	
Patent No.	Issue Date	Title	Investor	Country	Ref.
72854245-2	5 13 85	INTERNAL FILTER CASE AND LID FOR	HIESTER, K.	GERMANY	28076
0004186974	1 29 80	INTERNAL FILTER CASE AND LID FOR	HIESTER, K.	UNITED STATES	28076
0001163664	3 13 84	ELECTRIC MOTOR BRUSH HOLDER	WACK, R.	CANADA	28076
0001134570	11 2 82	PI-PASS TYPE PORTABLE VACUUM CLEANER	MILLER, J.	CANADA	28076
0004213224	7 22 80	PI-PASS TYPE PORTABLE VACUUM CLEANER	MILLER, J.	UNITED STATES	28076
0001170607	7 3 84	VACUUM CLEANER HOUSING AND PORT	HIESTER, K.	CANADA	28076
0004229193	10 21 80	VACUUM CLEANER AND SEALED FILTER ING	MILLER, J.	UNITED STATES	28076
0001180516	1 8 85	NOZZLE FOR HAND-HELD VACUUM	MILLER, J.	CANADA	28076
0001175413	10 9 84	NOISE REDUCING BLUWER MOTOR HOUSING	MILLER, J.	CANADA	28076
0004330099	5 25 82	NOISE REDUCING BLUWER MOTOR HOUSING	MILLER, J.	UNITED STATES	28076
0004334337	4 15 82	COMPACT MET-BRY ELECTRIC VACUUM CLEANER	MILLER, J.	UNITED STATES	28076
0001142343	2 21 84	NOZZLE OR LATCH FOR HOLDING LID TO	BERFIELD, R.	CANADA	28076
0004270448	4 2 81	NOZZLE OR CATCH FOR HOLDING LID TO	BERFIELD, R.	UNITED STATES	28076
0004280245	7 28 81	SOUND BONE FOR ELECTRIC VACUUM CLEANER	HIESTER, K.	UNITED STATES	28076
0001284904	5 27 84	VIBRATION ISOLATING MEANS	BERFIELD, R.	CANADA	28076
0001587159	7 13 89	VIBRATION ISOLATING MEANS	BERFIELD, R.	JAPAN	28076
0004512713	4 23 85	VIBRATION ISOLATING MEANS	BERFIELD, R.	UNITED STATES	28076
0001283354	4 22 84	NOISE REDUCING MEANS FOR VACUUM CLEANER	BERFIELD, R.	CANADA	28076
0004439877	3 13 84	NOISE REDUCING MEANS FOR VACUUM CLEANER	BERFIELD, R.	UNITED STATES	28076
0001218809	3 10 87	ELECTRIC VACUUM CLEANER	BERFIELD, R.	CANADA	28076
000276279	11 6 84	ELECTRIC VACUUM CLEANER	MILLER, J.	UNITED STATES DESIGN	28076
0000023459	3 26 84	BOLLY FOR A TANK, IMMOBEL, OR THE LINE	WACK, R.	CANADA DESIGN PATENT	28076
0000276948	12 25 84	BOLLY FOR A TANK, IMMOBEL, OR THE LINE	WACK, R.	UNITED STATES DESIGN	28076
0001234228	5 10 88	ASSEMBLY OF TANK LID AND FAN MEANS OF A MET/BRY VACUUM	MILLER, J.	CANADA	28076
0000134943	4 19 89	ASSEMBLY OF TANK LID AND FAN MEANS OF A MET/BRY VACUUM	MILLER, J.	EUROPEAN PATENT OFFICE	28076
000201657	9 4 95	ASSEMBLY OF TANK LID AND FAN MEANS OF MET/BRY VACUUM	MILLER, J.	JAPANESE UTILITY MODEL	28076

INT
20
USPT
6

ACTIVE ISSUED PATENTS - 20076

04/28/99 14140111

Our Ref.	Country	Inventor	Patent No.	Issue Date	Title	Status
20076 54046	UNITED STATES	HILLER, J.	0004330771	9 3 05	ASSEMBLY OF TANK LID AND FAN MEANS OF A MET/DRY VACUUM	
20076 54048	AUSTRALIA	ROSEFIELD, R.	0000553084	7 7 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	CANADA	ROSEFIELD, R.	0001246013	12 20 08	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	EUROPEAN PATENT OFFICE	ROSEFIELD, R.	0000128408	10 14 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	FRANCE	ROSEFIELD, R.	0000128408	10 14 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	GERMANY	ROSEFIELD, R.	PJ444754.3	10 14 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	GREAT BRITAIN	ROSEFIELD, R.	0000128408	10 14 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	JAPAN	ROSEFIELD, R.	0001505395	7 13 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	NETHERLANDS	ROSEFIELD, R.	0000128408	10 14 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	SWITZERLAND	ROSEFIELD, R.	0000128408	10 14 07	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	
20076 54048	UNITED STATES	ROSEFIELD, R.	0004475245	10 9 04	SHOE ATTACHMENT FOR MET/DRY ELECTRIC VACUUM CLEANER	INA
20076 54051	CANADA	ROSEFIELD, R.	0001253643	5 9 07	COMPACT VACUUM CLEANER	
20076 54052	CANADA DESIGN PATENT	ROSEFIELD, R.	0000053418	10 1 04	DESIGN FOR ELECTRIC VACUUM CLEANER	
20076 54052	FRANCE DESIGN PATENT	ROSEFIELD, R.	0000902445	5 15 04	DESIGN FOR ELECTRIC VACUUM CLEANER	
20076 54053	ITALY DESIGN PATENT	ROSEFIELD, R.	0000040129	12 31 05	DESIGN FOR ELECTRIC VACUUM CLEANER	
20076 54052	UNITED STATES DESIGN	ROSEFIELD, R.	0000208443	8 13 05	ELECTRIC VACUUM CLEANER	
20076 54053	CANADA DESIGN PATENT	ROSEFIELD, R.	0000054670	4 25 05	DESIGN FOR TANK FOR ELECTRIC VACUUM CLEANER	
20076 54053	UNITED STATES DESIGN	ROSEFIELD, R.	0000208436	10 21 04	DESIGN FOR TANK FOR ELECTRIC VACUUM CLEANER	
20076 54054	CANADA DESIGN PATENT	ROSEFIELD, R.	0000054491	5 21 05	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54054	FRANCE DESIGN PATENT	ROSEFIELD, R.	218721-723	9 26 04	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54054	ITALY DESIGN PATENT	ROSEFIELD, R.	0000040346	1 31 04	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54054	UNITED STATES DESIGN	ROSEFIELD, R.	0000207995	1 20 07	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54055	FRANCE DESIGN PATENT	ROSEFIELD, R.	218724-726	9 26 04	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54055	ITALY DESIGN PATENT	ROSEFIELD, R.	0000040345	1 31 04	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54055	JAPAN DESIGN PATENT	ROSEFIELD, R.	00705272-3	2 23 08	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	
20076 54055	UNITED STATES DESIGN	ROSEFIELD, R.	0000207458	1 4 07	DESIGN FOR MOTOR HOUSING FOR CANISTER TYPE ELECTRIC VACUUM CLEANER	

TRADEMARK
REEL: 001959 FRAME: 0632

PAGE 3

Status

ACTIVE ISSUED PATENTS - 28076

04/28/99 14:40:11

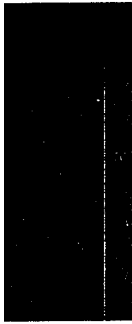
Our Ref.	Country	Inventor	Patent No.	Issue Date	Title	Title
28076	SA056	AUSTRIA DESIGN	BERFELD, R.	6 5 86	MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA056	CANADA DESIGN PATENT	BERFELD, R.	5 14 85	MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA056	FRANCE DESIGN PATENT	BERFELD, R.	7 17 84	MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA056	ITALY DESIGN PATENT	BERFELD, R.	1 31 86	MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA056	UNITED STATES DESIGN	BERFELD, R.	12 9 86	MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA057	AUSTRIA	BERFELD, R.	12 12 87	RESILIENT DETENTED LID LATCH	
28076	SA057	CANADA	BERFELD, R.	9 29 87	RESILIENT DETENTED LID LATCH	
28076	SA057	DENMARK	BERFELD, R.	4 22 91	RESILIENT DETENTED LID LATCH	
28076	SA057	EUROPEAN PATENT OFFICE	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	FRANCE	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	GERMANY	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	GREAT BRITAIN	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	ITALY	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	JAPANESE UTILITY MODEL	BERFELD, R.	3 24 93	RESILIENT DETENTED LID LATCH	
28076	SA057	NETHERLANDS	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	NEW ZEALAND	BERFELD, R.	9 26 86	RESILIENT DETENTED LID LATCH	
28076	SA057	SWEDEN	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	SWITZERLAND	BERFELD, R.	12 10 86	RESILIENT DETENTED LID LATCH	
28076	SA057	UNITED STATES	BERFELD, R.	2 26 85	RESILIENT DETENTED LID LATCH	
28076	SA058	CANADA	BERFELD, R.	1 31 87	HOSE END HOLDER	
28076	SA058	UNITED STATES	BERFELD, R.	1 14 86	HOSE END HOLDER	
28076	SA060	CANADA	MILLER, J.	4 4 87	VACUUM CLEANER NOZZLE HAVING ROTATING BRUSH	
28076	SA061	UNITED STATES	BERFELD, R.	2 17 87	WAND HELD VACUUM CLEANER	
28076	SA062	JAPAN DESIGN PATENT	BERFELD, R.	2 12 87	MOTOR HOUSING FOR A CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA063	JAPAN DESIGN PATENT	BERFELD, R.	2 12 87	MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER
28076	SA064	JAPAN DESIGN PATENT	BERFELD, R.	10 27 87	DESIGN FOR MOTOR HOUSING FOR CAMISTER TYPE	ELECTRIC VACUUM CLEANER

INA

INA

JMT
 22
 USA
 4

TRADEMARK
 REEL: 001959 FRAME: 0633



16
10

ACTIVE ISSUED PATENTS - 20076

04/28/99 14:40:11

Our Ref.	Country	Investor	Patent No.	Issue Date	Title
28076 S4065	JAPAN DESIGN PATENT	BEFELD, R.	00703292-5	10 27 87	MOTOR HOUSING TO A VACUUM CLEANER
28076 S4066	CANADA	BEFELD, R.	000122943	4 25 89	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	EUROPEAN PATENT OFFICE	BEFELD, R.	0000179333	6 15 88	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	FINANCE	BEFELD, R.	0000179333	6 15 88	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	GERMANY	BEFELD, R.	P2543305.0	6 15 88	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	GREAT BRITAIN	BEFELD, R.	0000179333	6 15 88	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	ITALY	BEFELD, R.	0000179333	6 15 88	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	JAPAN	BEFELD, R.	0001727867	1 19 93	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	NEW ZEALAND	BEFELD, R.	0000213852	10 16 85	CONDUIT FIXTURE FOR TANK WALL
28076 S4066	UNITED STATES	BEFELD, R.	0004464563	8 19 86	CONDUIT FIXTURE FOR TANK WALL
28076 S4067	CANADA	BEFELD, R.	0001238067	6 14 88	BUFFER FOR WHEEL WELL
28076 S4067	UNITED STATES	BEFELD, R.	0004421849	11 11 84	BUFFER FOR WHEEL WELL
28076 S4068	CANADA	BEFELD, R.	0001249958	2 7 89	DOLLY BUFFER
28076 S4068	UNITED STATES	BEFELD, R.	0004429751	1 13 87	DOLLY BUFFER
28076 S4069	CANADA	BEFELD, R.	0001254142	6 20 89	DOLLY WITH TANK LATCH
28076 S4070	CANADA	BEFELD, R.	0001254458	7 4 89	MEANS FOR MOUNTING FLOOR PICKUP NOZZLE TO DOLLY FOR VACUUM CLEANER
28076 S4070	UNITED STATES	BEFELD, R.	0004416378	10 14 86	MEANS FOR MOUNTING FLOOR PICKUP NOZZLE TO DOLLY FOR VACUUM CLEANER
28076 S4072	UNITED STATES DESIGN	BEFELD, R.	0000288743	3 17 87	DESIGN FOR TOOL HOLDER
28076 S4073	CANADA	BEFELD, R.	0001253567	6 20 89	GRID ELEMENT FOR LID OF A CANNISTER TYPE VACUUM CLEANER
28076 S4073	UNITED STATES	BEFELD, R.	0004423446	11 18 86	GRID ELEMENT FOR LID OF A CANNISTER TYPE VACUUM CLEANER
28076 S4074	CANADA	BEFELD, R.	0001250107	2 21 89	COLLAPSEABLE SUPPORT CASE FOR VACUUM CLEANER FILTER
28076 S4074	UNITED STATES	BEFELD, R.	0004469387	9 2 86	COLLAPSEABLE SUPPORT CASE FOR VACUUM CLEANER FILTER
28076 S4075	CANADA	BEFELD, R.	0001264157	2 27 90	HOUSING ASSEMBLY FOR MOTOR/FAN MEANS FOR A NET/RY VACUUM CLEANER
28076 S4075	UNITED STATES	BEFELD, R.	0004455694	4 7 87	HOUSING ASSEMBLY FOR MOTOR/FAN MEANS OF A NET/RY VACUUM CLEANER
28076 S4077	UNITED STATES	BEFELD, R.	0004584214	5 6 86	COMPACT VACUUM CLEANER
28076 S4078	UNITED STATES DESIGN	BEFELD, R.	0000294414	2 23 88	VACUUM CLEANER HOSE

JMA

$$\begin{array}{r} 33 \\ 19 \end{array}$$

ACTIVE ISSUED PATENTS - 28076

04/28/99 14:40:11

Our	Ref.	Country	Inventor	Patent No.	Issue Date	Title
28076	54004	FRANCE	DESJFIELD, R.	0000232671	11 20 84	DESIGN FOR HOSE END PIECE
28076	54004	GERMANY	DESJFIELD, R.	0000223176	10 25 85	DESIGN FOR HOSE END PIECE
28076	54004	UNITED STATES	DESJFIELD, R.	0000294413	2 23 88	VACUUM CLEANER ROSE
28076	54005	CANADA	DESJFIELD, R.	0001278024	12 27 90	DOLLY WITH TANK HOLDING DEVICE
28076	54005	UNITED STATES	DESJFIELD, R.	0004450200	3 17 87	DOLLY WITH TANK HOLDING DEVICE
28076	54006	UNITED STATES	DESJFIELD, R.	0004463608	6 4 87	ALTERNATE INLETER OUTLET FOR VACUUM CLEANER
28076	54006	CANADA	DESJFIELD, R.	0000057715	12 23 84	VACUUM CLEANER MOTOR HOUSING
28076	54006	FRANCE	DESJFIELD, R.	0000234820	3 12 87	VACUUM CLEANER MOTOR HOUSING
28076	54006	GERMANY	DESJFIELD, R.	0000225456	3 24 84	VACUUM CLEANER MOTOR HOUSING
28076	54006	UNITED STATES	DESJFIELD, R.	0000294879	3 22 88	VACUUM CLEANER MOTOR HOUSING
28076	54007	CANADA	DESJFIELD, R.	0001274340	9 25 90	ROTARY BRUSH SWEEPER WITH MECHANISM FOR BRUSH HEIGHT ADJUSTMENT
28076	54007	GERMANY	DESJFIELD, R.	00717024.6	4 28 99	ROTARY BRUSH SWEEPER WITH MECHANISMS FOR BRUSH HEIGHT ADJUSTMENT
28076	54007	GERMANY	DESJFIELD, R.	P3711344.1	6 4 91	ROTARY BRUSH SWEEPER WITH MECHANISMS FOR BRUSH HEIGHT ADJUSTMENT
28076	54007	UNITED STATES	DESJFIELD, R.	0004450428	4 21 87	ROTARY BRUSH SWEEPER WITH MECHANISM FOR BRUSH HEIGHT ADJUSTMENT
28076	54007	GERMANY	DESJFIELD, R.	0000227074	12 29 84	SWEEPER
28076	54007	UNITED STATES	DESJFIELD, R.	0000209933	5 19 87	SWEEPER
28076	54004	AUSTRIA	DESJFIELD, R.	0000096034	9 24 87	SWEEPER WITH SIDE BRUSH
28076	54004	BELGIUM	DESJFIELD, R.	0015978-04	12 30 84	SWEEPER WITH SLIDE BRUSH
28076	54004	GERMANY	DESJFIELD, R.	0000227075	12 22 84	SWEEPER WITH SIDE BRUSH
28076	54004	GREAT BRITAIN	DESJFIELD, R.	0001038788	7 1 84	SWEEPER WITH SIDE BRUSH
28076	54004	NEW ZEALAND	DESJFIELD, R.	0000020939	7 1 84	SWEEPER WITH SIDE BRUSH
28076	54004	SWITZERLAND	DESJFIELD, R.	0000115463	12 10 84	SWEEPER WITH SIDE BRUSH
28076	54004	UNITED STATES	DESJFIELD, R.	0000290055	5 24 87	SWEEPER WITH SIDE BRUSH
28076	54009	AUSTRIA	DESJFIELD, R.	0000402446	2 5 91	SUITABLE CASTER
28076	54009	CANADA	DESJFIELD, R.	0001280537	9 10 91	SUITABLE CASTER
28076	54009	EUROPEAN PATENT OFFICE	DESJFIELD, R.	00002248145	8 14 91	SUITABLE CASTER

TRADEMARK
REEL: 001959 FRAME: 0635

TUT
21
USA
5

PAGE 6
Status

04/28/99 14:40:11				ACTIVE ISSUED PATENTS - 28076			
Our	Ref.	Country	Inventor	Patent No.	Issue Date	Title	
28076	SV099	FRANCE	BERFIELD, R.	0000268145	8 14 91	SUITABLE CASTER	
28076	SV099	GERMANY	BERFIELD, R.	P3772157.7	8 14 91	SUITABLE CASTER	
28076	SV099	GREAT BRITAIN	BERFIELD, R.	0000268145	8 14 91	SUITABLE CASTER	
28076	SV099	ITALY	BERFIELD, R.	0000268145	8 14 91	SUITABLE CASTER	
28076	SV099	UNITED STATES	BERFIELD, R.	0004719444	1 19 88	SUITABLE CASTER	
28076	SV100	EUROPEAN PATENT OFFICE	WICK, R.	0000271623	7 15 92	MOUNTING FOR BRUSHES ON ELECTRIC MOTORS	
28076	SV107	AUSTRALIA	BERFIELD, R.	0000389622	2 15 90	MOTOR CAP AND HOUSING FOR MET/DRY	VACUUM
28076	SV107	CANADA	BERFIELD, R.	0001300829	5 19 92	MOTOR CAP AND HOUSING FOR MET/DRY	VACUUM
28076	SV107	IRELAND	BERFIELD, R.	0000461187	10 7 94	MOTOR CAP AND HOUSING FOR MET/DRY	VACUUM
28076	SV107	NEW ZEALAND	BERFIELD, R.	0000228711	12 10 87	MOTOR CAP AND HOUSING FOR MET/DRY	VACUUM
28076	SV110	UNITED STATES DESIGN	BERFIELD, R.	0008311615	10 23 90	VACUUM CLEANER NOZZLE	
28076	SV111	CANADA DESIGN PATENT	BERFIELD, R.	0000460506	3 22 88	HOUSING FOR VACUUM CLEANER MOTOR	
28076	SV111	FRANCE DESIGN PATENT	BERFIELD, R.	0000872077	4 9 87	HOUSING FOR VACUUM CLEANER MOTOR	
28076	SV111	GERMANY DESIGN PATENT	BERFIELD, R.	0000872040	6 4 87	DESIGN FOR HOUSING FOR VACUUM CLEANER MOTOR	
28076	SV111	UNITED STATES DESIGN	BERFIELD, R.	0000315235	3 5 91	HOUSING FOR VACUUM CLEANER MOTOR	
28076	SV114	AUSTRALIA	BERFIELD, R.	0000462371	2 5 91	NOZZLE ASSEMBLY FOR A VACUUM DEVICE	
28076	SV114	CANADA	BERFIELD, R.	0001302649	6 9 92	NOZZLE ASSEMBLY FOR A VACUUM DEVICE	
28076	SV116	UNITED STATES DESIGN	BERFIELD, R.	0000314457	2 5 91	DESIGN FOR A BRACKET FOR A SWEEPER OR THE LINE	
28076	SV118	CANADA	CREVIER, R.	0001790383	10 8 91	CONNECTION OF MOTOR BRUSH HOLDER TO STATOR COIL	
28076	SV118	UNITED STATES	CREVIER, R.	0004702261	11 1 88	CONNECTION OF MOTOR BRUSH HOLDER TO STATOR COIL	
28076	SV119	CANADA	BERFIELD, R.	0001304481	8 18 92	DOLLY FRAME	
28076	SV120	AUSTRALIA DESIGN	BERFIELD, R.	0000100822	7 28 88	DOLLY	
28076	SV120	CANADA DESIGN PATENT	BERFIELD, R.	0000461245	7 19 88	DOLLY	
28076	SV120	FRANCE DESIGN PATENT	BERFIELD, R.	0000874237	7 17 87	DOLLY	
28076	SV120	GERMANY DESIGN PATENT	BERFIELD, R.	0000874237	7 17 87	DOLLY	
28076	SV120	GREAT BRITAIN DESIGN	BERFIELD, R.	0000874237	7 17 87	DOLLY	
28076	SV120	GREAT BRITAIN DESIGN	BERFIELD, R.	0001043500	1 30 87	DOLLY	

TRADEMARK
REEL: 001959 FRAME: 0636

A-6



101
5

ACTIVE ISSUED PATENTS - 20076

Our Ref.	Country	Inventor	Patent No.	Issue Date	Title	Title
20076 94120	UNITED STATES DESIGN	BEFIEL, R.	0000310746	9 18 90	DOLLY	
20076 94125	UNITED STATES	MILLER, H.	0004945802	7 11 89	CARPET CLEANING APPARATUS	
20076 94126	GREAT BRITAIN DESIGN	WOODHALL, H.	0001639852	2 10 87	CARPET CLEANING APPARATUS	
20076 94126	UNITED STATES DESIGN	WOODHALL, H.	0000006687	2 13 90	CARPET CLEANER	
20076 94127	CANADA	BEFIEL, R.	0001293346	12 24 91	NOZZLE WITH IMPROVED COUPLING FOR A	VACUUM DEVICE
20076 94127	UNITED STATES	BEFIEL, R.	0004747179	5 31 88	NOZZLE WITH IMPROVED COUPLING FOR A	VACUUM DEVICE
20076 94128	AUSTRALIA	BEFIEL, R.	0000601290	1 15 91	PORTABLE ELECTRIC BLOWER	
20076 94128	CANADA	BEFIEL, R.	0001320184	7 13 93	PORTABLE ELECTRIC BLOWER	
20076 94128	EUROPEAN PATENT OFFICE	BEFIEL, R.	0000295455	9 23 92	PORTABLE ELECTRIC BLOWER	
20076 94128	FRANCE	BEFIEL, R.	0000295455	9 23 92	PORTABLE ELECTRIC BLOWER	
20076 94128	GERMANY	BEFIEL, R.	P387481A.2	9 23 92	PORTABLE ELECTRIC BLOWER	
20076 94128	GREAT BRITAIN	BEFIEL, R.	0000295455	9 23 92	PORTABLE ELECTRIC BLOWER	
20076 94128	JAPAN	BEFIEL, R.	0002887846	9 2 96	PORTABLE ELECTRIC BLOWER	
20076 94128	TAIWAN UTILITY MODEL	BEFIEL, R.	0000057352	9 11 90	PORTABLE ELECTRIC BLOWER	
20076 94128	UNITED STATES	BEFIEL, R.	0004777072	1 10 89	PORTABLE ELECTRIC BLOWER	
20076 94130	CANADA	BEFIEL, R.	0001363804	12 12 89	COMPACT VACUUM CLEANER	
20076 94133	AUSTRALIA DESIGN	BEFIEL, R.	0000102879	2 9 89	DESIGN FOR PORTABLE BLOWER	
20076 94133	BELGIUM DESIGN	BEFIEL, R.	0017384-91	12 22 87	DESIGN FOR PORTABLE BLOWER	
20076 94133	CANADA DESIGN PATENT	BEFIEL, R.	0000662412	2 7 89	DESIGN FOR PORTABLE BLOWER	
20076 94133	FRANCE DESIGN PATENT	BEFIEL, R.	0000877711	12 22 87	DESIGN FOR PORTABLE BLOWER	
20076 94133	GERMANY DESIGN PATENT	BEFIEL, R.	0000828787	1 13 88	DESIGN FOR PORTABLE BLOWER	
20076 94133	GREAT BRITAIN DESIGN	BEFIEL, R.	0001046874	6 25 87	DESIGN FOR PORTABLE BLOWER	
20076 94133	ITALY DESIGN PATENT	BEFIEL, R.	0000052738	10 13 89	DESIGN FOR PORTABLE BLOWER	
20076 94133	JAPAN DESIGN PATENT	BEFIEL, R.	0000828432	10 25 91	DESIGN FOR PORTABLE BLOWER	
20076 94133	SPAIN DESIGN	BEFIEL, R.	0000114204	10 24 88	DESIGN FOR PORTABLE BLOWER	
20076 94133	SWEDISH DESIGN PATENT	BEFIEL, R.	0000044530	11 16 88	DESIGN FOR PORTABLE BLOWER	

IMA

IMA

PAGE 8

Status

ACTIVE ISSUED PATENTS - 28076

Our Ref.	Country	Inventor	Patent No.	Issue Date	Title	Status
28076	94133	SWITZERLAND DESIGN	0000116420	11 27 87	DESIGN FOR PORTABLE BLOWER	
28076	94133	UNITED STATES DESIGN	0000305816	1 30 90	PORTABLE BLOWER	
28076	94137	CANADA	0001287455	8 13 91	OUTLET PORT Baffle FOR EXHAUST AIR	INA
28076	94137	EUROPEAN PATENT OFFICE	0000314441	2 26 92	OUTLET PORT Baffle FOR EXHAUST AIR	
28076	94137	FRANCE	0000314441	2 26 92	OUTLET PORT Baffle FOR EXHAUST AIR	
28076	94137	GERMANY	P2846587.6	2 26 92	OUTLET PORT Baffle FOR EXHAUST AIR	
28076	94137	GREAT BRITAIN	0000314441	2 26 92	OUTLET PORT Baffle FOR EXHAUST AIR	
28076	94137	UNITED STATES	0004799285	1 24 89	OUTLET PORT Baffle FOR EXHAUST AIR	
28076	94154	AUSTRALIA DESIGN	0000102880	2 9 89	DESIGN FOR PORTABLE BLOWER	
28076	94154	ROMELUX DESIGN	0017304-02	12 22 87	DESIGN FOR PORTABLE BLOWER	
28076	94154	GREAT BRITAIN DESIGN	0001044873	6 25 87	DESIGN FOR PORTABLE BLOWER	
28076	94154	JAPAN DESIGN PATENT	00028432-1	10 25 91	DESIGN FOR PORTABLE BLOWER	
28076	94157	AUSTRALIA DESIGN	0000102881	2 9 89	DESIGN FOR PORTABLE BLOWER	
28076	94157	ROMELUX DESIGN	0017304-03	12 22 87	DESIGN FOR PORTABLE BLOWER	
28076	94157	GREAT BRITAIN DESIGN	0001044872	6 25 87	DESIGN FOR PORTABLE BLOWER	
28076	94157	JAPAN DESIGN PATENT	00028432-2	10 25 91	DESIGN FOR PORTABLE BLOWER	
28076	94157	SWEDISH DESIGN PATENT	0000044532	11 16 88	DESIGN FOR PORTABLE BLOWER	
28076	94158	AUSTRALIA DESIGN	0000102882	2 9 89	DESIGN FOR PORTABLE BLOWER	
28076	94158	ROMELUX DESIGN	0017304-04	12 22 87	DESIGN FOR PORTABLE BLOWER	
28076	94158	GREAT BRITAIN DESIGN	0001044871	6 25 87	DESIGN FOR PORTABLE BLOWER	
28076	94158	SWEDISH DESIGN PATENT	0000044533	11 16 88	DESIGN FOR PORTABLE BLOWER	
28076	94159	UNITED STATES	0004838038	6 13 89	BELT DRIVING PULLEY HAVING A ROUGHENED SURFACE TO REDUCE NOISE	
28076	94160	EUROPEAN PATENT OFFICE	0000493454	4 12 95	PORTABLE ELECTRIC BLOWER	
28076	94160	FRANCE	0000493454	4 12 95	PORTABLE ELECTRIC BLOWER	
28076	94160	GERMANY	P2852593.9	4 12 95	PORTABLE ELECTRIC BLOWER	
28076	94160	GREAT BRITAIN	0000493454	4 12 95	PORTABLE ELECTRIC BLOWER	

TRADEMARK
REEL: 001959 FRAME: 0638

21
19

ACTIVE ISSUED PATENTS - 20076

04/20/99 14140:111

Ref.	Country	Inventor	Patent No.	Issue Date	Title	States
20076	UNITED STATES	BERFIELD, R.	0004836753	6 6 89	PORTABLE ELECTRIC BLOWER	
20076	CANADA	BERFIELD, R.	0001326943	2 15 94	WHEEL TYPE VACUUM CLEANER	
20076	UNITED STATES	BERFIELD, R.	0004836771	8 22 89	WHEEL TYPE VACUUM CLEANER	
20076	CANADA DESIGN PATENT	BERFIELD, R.	0000044082	9 6 89	DESIGN FOR WHEELED TYPE SECTION	PRODUCING UNIT FOR VACUUM CLEANER
20076	UNITED STATES DESIGN	BERFIELD, R.	0000347791	8 16 94	DESIGN FOR WHEELED TYPE SECTION	PRODUCING UNIT FOR VACUUM CLEANER
20076	UNITED STATES	BERFIELD, R.	0004836734	11 14 89	PORTABLE ELECTRIC BLOWER	
20076	AUSTRALIA	BERFIELD, R.	0000631154	3 12 93	LIQUID DISPENSING AND SUCTIONING SYSTEM FOR SURFACE CLEANING	
20076	CANADA	BERFIELD, R.	0002004403	11 7 95	LIQUID DISPENSING AND SUCTIONING SYSTEM FOR SURFACE CLEANING	
20076	UNITED STATES	BERFIELD, R.	0005103526	4 14 92	LIQUID DISPENSING AND SUCTIONING SYSTEM FOR SURFACE CLEANING	
20076	AUSTRALIA	BERFIELD, R.	0000632677	6 15 92	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	EUROPEAN PATENT OFFICE	BERFIELD, R.	0000377907	2 16 94	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	FRANCE	BERFIELD, R.	0000377907	2 16 94	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	GERMANY	BERFIELD, R.	P48913102	2 16 94	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	GREAT BRITAIN	BERFIELD, R.	0000377907	2 16 94	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	ITALY	BERFIELD, R.	0000377907	2 16 94	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	UNITED STATES	BERFIELD, R.	0004906245	3 6 90	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
20076	AUSTRALIA DESIGN	BERFIELD, R.	000107377	4 17 90	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	BENELUX DESIGN	BERFIELD, R.	19009-01/2	11 21 89	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	BRITISH DESIGN PATENT	BERFIELD, R.	01825-1990	9 11 90	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	FRANCE DESIGN PATENT	BERFIELD, R.	0000973400	6 6 89	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	GERMAN DESIGN PATENT	BERFIELD, R.	H0903718.9	5 23 89	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	GREAT BRITAIN DESIGN	BERFIELD, R.	0001059259	12 14 88	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	ITALY DESIGN PATENT	BERFIELD, R.	0000053947	4 19 91	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	NORWEGIAN DESIGN PATENT	BERFIELD, R.	0000046403	8 30 90	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	UNITED STATES DESIGN	BERFIELD, R.	0000316317	4 16 91	LIQUID DISPENSING ATTACHMENT FOR A	SURFACE CLEANER AND WAND THEREFOR
20076	AUSTRALIA DESIGN	BERFIELD, R.	0000107378	4 17 90	DESIGN FOR WHEELED LIQUID DISPENSING	ATTACHMENT FOR A SURFACE CLEANER, AND

TRADEMARK
REEL: 001959 FRAME: 0639

11 15

04/28/99 14:40:11				ACTIVE ISSUED PATENTS - 28076				PAGE 10	
Doc	Ref.	Country	Inventor	Patent No.	Issue Date	Title	Status		
28076	94219	GREAT BRITAIN DESIGN	NEWFIELD, R.	0001059358	3 8 89	DESIGN FOR WHEELED LIQUID DISPENSING ATTACHMENT FOR A SURFACE CLEANER, AND			
28076	94219	IRISH DESIGN PATENT	NEWFIELD, R	0000080253	3 8 89	DESIGN FOR WHEELED LIQUID DISPENSING ATTACHMENT FOR A SURFACE CLEANER, AND			
28076	94219	ITALY DESIGN PATENT	NEWFIELD, R	0000559498	4 19 91	DESIGN FOR WHEELED LIQUID DISPENSING ATTACHMENT FOR A SURFACE CLEANER, AND			
28076	94219	NEW ZEALAND DESIGN PATENT	NEWFIELD, R	000022611	3 8 89	DESIGN FOR WHEELED LIQUID DISPENSING ATTACHMENT FOR A SURFACE CLEANER, AND			
28076	94219	UNITED STATES DESIGN	NEWFIELD, R	0000328371	7 28 92	DESIGN FOR WHEELED LIQUID DISPENSING ATTACHMENT FOR A SURFACE CLEANER, AND			
28076	94228	UNITED STATES	NEWFIELD, R.	0004928421	7 3 90	CLEANING LIQUID MIXER FOR A WATER LINE, PARTICULARLY FOR A SURFACE CLEANER	INA		
28076	94230	EUROPEAN PATENT OFFICE	KILLER, J.	0000404612	1 25 95	LIQUID DISPENSING AND SUCTIONING SYSTEM FOR SURFACE CLEANING			
28076	94230	UNITED STATES	KILLER, J.	0004925104	9 11 90	LIQUID DISPENSING AND SUCTIONING SYSTEM FOR SURFACE CLEANING			
28076	94235	UNITED STATES	NEWFIELD, R.	0004994330	1 15 91	NOZZLE ASSEMBLY FOR A VACUUM DEVICE			
28076	94249	AUSTRALIA	NEWFIELD, R.	0000438971	3 5 93	PORTABLE ELECTRIC BLOWER			
28076	94249	TAIWAN UTILITY MODEL	NEWFIELD, R.	0000539730	4 21 90	PORTABLE ELECTRIC BLOWER			
28076	94251	UNITED STATES	LA BONA, J.	0005152027	10 6 92	INDUSTRIAL SMOOGER			
28076	94255	UNITED STATES	NEWFIELD, R.	0005150499	9 29 92	STATIC ELECTRIC DISCHARGE FOR DUST COLLECTOR			
28076	94257	UNITED STATES	BAKER, H.	0005184041	2 2 93	IMPROVED STRUCTURE FOR COUPLING FIELD WINDINGS TO MOTOR BRUSHES			
28076	94262	CANADA	NEWFIELD, R.	0002038058	12 29 98	DRIP CLEANER ATTACHMENT WITH SOLID CLEANING CONCENTRATE			
28076	94262	UNITED STATES	NEWFIELD, R.	0004994328	1 15 91	DRIP CLEANER ATTACHMENT WITH SOLID CLEANING CONCENTRATE			
28076	94274	UNITED STATES	NEWFIELD, R.	0008628130	1 24 89	DOLLY FRAME			
28076	94278	UNITED STATES	NEWFIELD, R.	0005077974	1 14 92	NOZZLE ASSEMBLY FOR A VACUUM DEVICE			
28076	94285	UNITED STATES	BAKER, H.	0005171657	1 5 93	GROUND FAULT INTERRUPTOR CIRCUIT WITH ELECTRONIC LATCH			
28076	94290	CANADA	BAKER, H.	0002044514	10 3 95	CLIP RING SPREAD PREVENTER			
28076	94299	UNITED STATES	BAKER, H.	0005127714	7 7 92	CLIP RING SPREAD PREVENTER			
28076	94291	UNITED STATES	WOLFE, H.	0005454490	10 3 95	AIR FLOW HOUSING			
28076	94293	UNITED STATES	NEWFIELD, R.	0005313686	5 24 94	TOOL CADDY FOR ATTACHMENT TO CONTAINER, PARTICULARLY FOR A VACUUM CLEANER			
28076	94294	CANADA DESIGN PATENT	NEWFIELD, R.	0000071355	8 25 92	DESIGN FOR TOOL CADDY FOR TANK TYPE VACUUM CLEANER			
28076	94294	UNITED STATES DESIGN	NEWFIELD, R.	0000344616	2 22 94	DESIGN FOR TOOL CADDY FOR TANK TYPE VACUUM CLEANER			
28076	94300	AUSTRALIA	BAKER, H.	0000443241	2 6 96	COMBINED GROUND FAULT INTERRUPTER CIRCUIT AND REMOTE CONTROL ON/OFF			

TRADEMARK
REEL: 001959 FRAME: 0640

INT
81
USA
5

PAGE 11

States

ACTIVE ISSUED PATENTS - 28076

04/28/99 14:40:11

Our Ref.	Country	Inventor	Patent No.	Issue Date	Title	Title	States
28076 94500	CANADA	BAKER, M.	000208182	12 1 98	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF	
28076 94500	FRANCE	BAKER, M.	000730058	9 16 94	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF DEVIC	
28076 94500	GERMANY	BAKER, M.	000430074	9 12 96	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF	
28076 94500	GREAT BRITAIN	BAKER, M.	002263479	4 10 96	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF DEVIC	
28076 94500	ITALY	BAKER, M.	0001254708	12 15 95	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF	
28076 94500	UNITED STATES	BAKER, M.	0005309310	5 3 94	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF	
28076 94503	AUSTRALIA	BAKER, M.	0006473043	3 19 97	MOTOR BRUSH SPRING SUBASSEMBLY		
28076 94503	UNITED STATES	BAKER, M.	0005372210	12 13 94	MOTOR BRUSH SPRING SUBASSEMBLY		
28076 94511	UNITED STATES	LA MOINA, J.	0005261141	11 16 93	INDUSTRIAL SWEEPER CONTROL		
28076 94544	AUSTRALIA DESIGN	BERFIELD, R.	0000121397	8 30 94	WET/DRY VACUUM CLEANER		
28076 94544	CANADA DESIGN PATENT	BERFIELD, R.	0000076506	7 28 94	WET/DRY VACUUM CLEANER		
28076 94544	GERMAN DESIGN PATENT	BERFIELD, R.	W4004467.2	3 16 94	WET/DRY VACUUM CLEANER		
28076 94544	GREAT BRITAIN DESIGN	BERFIELD, R.	0002034448	9 7 93	WET/DRY VACUUM CLEANER		
28076 94544	HONG KONG DESIGN	BERFIELD, R.	09800109.8	6 5 98	WET/DRY VACUUM CLEANER		
28076 94544	ITALY DESIGN PATENT	BERFIELD, R.	0940000053	3 4 94	WET/DRY VACUUM CLEANER		
28076 94544	UNITED STATES DESIGN	BERFIELD, R.	0000338010	5 2 95	COMBINED WET AND DRY VACUUM CLEANER		
28076 94548	AUSTRALIA	BERFIELD, R.	0000475505	10 23 97	HOSE CONNECTOR FOR A VACUUM		
28076 94548	EUROPEAN PATENT OFFICE	BERFIELD, R.	0000447424	4 22 98	HOSE CONNECTOR FOR A VACUUM CLEANER		
28076 94548	FRANCE	BERFIELD, R.	0000447424	4 22 98	HOSE CONNECTOR FOR A VACUUM CLEANER		
28076 94548	GERMANY	BERFIELD, R.	0000447424	4 22 98	HOSE CONNECTOR FOR A VACUUM CLEANER		
28076 94548	GREAT BRITAIN	BERFIELD, R.	0000447424	4 22 98	HOSE CONNECTOR FOR A VACUUM CLEANER		
28076 94548	ITALY	BERFIELD, R.	0000447424	4 22 98	HOSE CONNECTOR FOR A VACUUM CLEANER		
28076 94548	UNITED STATES	BERFIELD, R.	0005408722	4 25 95	HOSE CONNECTOR FOR A VACUUM CLEANER		
28076 94552	AUSTRALIA	BERFIELD, R.	0000494441	12 24 98	MOTOR MOUNTING APPARATUS		
28076 94559	AUSTRALIA	BERFIELD, R.	0000489206	8 6 98	HANDLE FOR VACUUM MOTOR HOUSING		
28076 94559	EUROPEAN PATENT OFFICE	BERFIELD, R.	00004894005	9 30 98	HANDLE FOR VACUUM MOTOR HOUSING		

IMA

A-11

TRADEMARK
REEL: 001959 FRAME: 0641

INT 20
20

PAGE 12

Status

ACTIVE ISSUED PATENTS - 28076

04/28/99 14140111

Our	Ref.	Country	Inventor	Patent No.	Issue Date	Title	Status
28076	54539	FRANCE	ROSEFIELD, R.	0000484005	9 30 98	HANDLE FOR VACUUM MOTOR HOUSING	
28076	54539	GERMANY	ROSEFIELD, R.	09505045.1	9 30 98	HANDLE FOR VACUUM MOTOR HOUSING	
28076	54539	GREAT BRITAIN	ROSEFIELD, R.	0000484005	9 30 98	HANDLE FOR VACUUM MOTOR HOUSING	
28076	54539	ITALY	ROSEFIELD, R.	0000484005	9 30 98	HANDLE FOR VACUUM MOTOR HOUSING	
28076	54539	UNITED STATES	ROSEFIELD, R.	0005507071	4 14 96	HANDLE FOR VACUUM MOTOR HOUSING	
28076	54548	AUSTRALIA DESIGN	GRIFFIN, J.	0000128015	4 24 95	WET/DRY VACUUM CLEANER	
28076	54548	CANADA DESIGN PATENT	GRIFFIN, J.	000075752	2 16 95	WET/DRY VACUUM CLEANER	
28076	54548	GERMAN DESIGN PATENT	GRIFFIN, J.	09400396.0	8 23 96	DRY HEAD DESIGN	
28076	54579	AUSTRALIA	WAGLER	0000484102	12 4 97	WALL-MOUNTED HOLDER FOR A TANK-TYPE VACUUM CLEANER AND ATTACHMENTS	
28076	54579	FRANCE	WAGLER	0000418224	12 13 96	WALL-MOUNTED HOLDER FOR A TANK-TYPE VACUUM CLEANER AND ATTACHMENTS	
28076	54579	GERMAN UTILITY MODEL	WAGLER	09415974.2	12 8 94	WALL-MOUNTED HOLDER FOR A TANK-TYPE VACUUM CLEANER AND ATTACHMENTS	
28076	54579	GREAT BRITAIN	WAGLER	0002289400	2 25 98	WALL-MOUNTED HOLDER FOR A TANK-TYPE VACUUM CLEANER AND ATTACHMENTS	
28076	54579	ITALY	WAGLER	000178363	11 20 97	WALL-MOUNTED HOLDER FOR A TANK-TYPE VACUUM CLEANER AND ATTACHMENTS	
28076	54579	UNITED STATES	WAGLER, L.	000551416	5 7 96	WALL-MOUNTED HOLDER FOR A TANK-TYPE VACUUM CLEANER AND ATTACHMENTS	
28076	54580	AUSTRALIA DESIGN	WAGLER, L.	0000123796	6 14 95	WALL-MOUNTED HOLDER FOR A VACUUM AND/OR ATTACHMENTS	
28076	54580	CANADA DESIGN PATENT	WAGLER, L.	000074649	7 20 95	WALL-MOUNTED HOLDER FOR A VACUUM AND/OR ATTACHMENTS	
28076	54580	GERMAN DESIGN PATENT	WAGLER, L.	09407880.2	2 6 95	WALL-MOUNTED HOLDER FOR A VACUUM AND/OR ATTACHMENTS	
28076	54580	GREAT BRITAIN DESIGN	WAGLER, L.	0002042404	10 31 95	WALL-MOUNTED HOLDER FOR A VACUUM AND/OR ATTACHMENTS	
28076	54580	UNITED STATES DESIGN	WAGLER, L.	000804524	11 28 95	WALL-MOUNTED HOLDER FOR A VACUUM AND/OR ATTACHMENTS	
28076	54582	UNITED STATES	ROSEFIELD, R.	0005533597	9 17 96	APPARATUS FOR CONVERTING A VACUUM CLEANING DEVICE INTO A LIQUID	
28076	54602	AUSTRALIA DESIGN	GRIFFIN, J.	0000125429	1 22 96	VACUUM CLEANER NOZZLE	
28076	54602	CANADA DESIGN PATENT	GRIFFIN, J.	0000077244	9 28 95	VACUUM CLEANER NOZZLE	
28076	54602	GERMAN DESIGN PATENT	GRIFFIN, J.	09503733.0	10 13 95	VACUUM CLEANER NOZZLE	
28076	54602	GREAT BRITAIN DESIGN	GRIFFIN, J.	0002047199	8 22 95	VACUUM CLEANER NOZZLE	
28076	54602	UNITED STATES DESIGN	GRIFFIN, J.	0000370097	5 21 96	VACUUM CLEANER NOZZLE	
28076	54611	UNITED STATES	ROSEFIELD, R.	0005400866	2 11 97	CLEANING FLUID TANK ASSEMBLY	

10/1
9
USA
13

PAGE 13

ACTIVE ISSUED PATENTS - 28076

04/28/99 14:40:11

Pat. No.	Issue Date	Title	Inventor	Country	Ref.	Status
0005248648	8 27 96	PILOT AND RETENT APPARATUS FOR A	NEWFIELD, R.	UNITED STATES	28076 94616	VACUUM DEVICE
0005715548	2 10 98	VACUUM APPARATUS HAVING A PUMP FOR	NEWFIELD, R.	UNITED STATES	28076 94617	DISCHARGING LIQUIDS THEREFROM
0005747973	5 5 98	CURRENT REGULATING SWITCH CIRCUIT	ROBITAILLE, J.	UNITED STATES	28076 94618	
0005704090	1 4 98	BLEED FOR A VACUUM CLEANER	NEWFIELD, R.	UNITED STATES	28076 94619	
0005477120	12 16 97	WET/DRY CLEANER	ROBINSON, L.	UNITED STATES	28076 94624	
0000131225	9 12 97	WET/DRY VACUUM CLEANER (QUIET 1X1)	NEWFIELD, R.	AUSTRIA DESIGN	28076 94635	
0000002234	10 31 97	WET/DRY VACUUM CLEANER (QUIET 1X1)	NEWFIELD, ROBER	CANADA DESIGN PATENT	28076 94635	
87706437.8	1 24 97	WET/DRY VACUUM CLEANER (QUIET 1X1)	NEWFIELD, ROBER	GERMANY DESIGN PATENT	28076 94635	
0002042574	5 2 97	WET/DRY VACUUM CLEANER (QUIET 1X1)	NEWFIELD, ROBER	GREAT BRITAIN DESIGN	28076 94635	
0000389942	1 27 98	COMBINED WET AND DRY VACUUM CLEANER	NEWFIELD, R.	UNITED STATES DESIGN	28076 94635	
0005728076	2 24 98	VACUUM CLEANER	CLARK, D.	UNITED STATES	28076 94636	
0005447570	7 15 97	VACUUM CLEANER MOTOR MOUNTING APPARATUS	NEWFIELD, R.	UNITED STATES	28076 94640	
0000383575	9 9 97	COMBINED WET AND DRY VACUUM CLEANER	GRUFFIN, J.	UNITED STATES DESIGN	28076 94647	
0005254448	12 22 98	SELF-MOUNTING VACUUM CLEANER	NEWFIELD, R.	UNITED STATES	28076 94652	
0000004544	8 14 98	BOLLY	NEWFIELD, R.	CANADA DESIGN PATENT	28076 94649	
0000395119	6 9 98	BOLLY	NEWFIELD, R.	UNITED STATES DESIGN	28076 94649	
000525534	1 5 99	FILTER RETAINER FOR A VACUUM CLEANER	NEWFIELD, R.	UNITED STATES	28076 94675	
0001332730	10 25 94	PORTABLE ELECTRIC BLOWER	NEWFIELD, R	CANADA	28076 S1284	
0001331871	9 6 94	PORTABLE ELECTRIC BLOWER	NEWFIELD, R.	CANADA	28076 S1288	
0005459444	10 17 95	CIRCUIT BREAKER FOR USE IN WALL	INER, H.	UNITED STATES	28076 S501A	MOUNTED PLUG
0000748494	7 20 95	WALL MOUNTED HOLDER FOR A VACUUM	WASSER, L.	CANADA DESIGN PATENT	28076 S2804	
0000748498	7 20 95	BRACKET FOR VACUUM ATTACHMENTS	WASSER, L.	CANADA DESIGN PATENT	28076 S2808	

*** END OF REPORT ***

TRADEMARK
REEL: 001959 FRAME: 0643

INT USA
24 1

A-1

PENDING PATENT APPLICATIONS - 28076						PAGE 1
Our Ref.	Country	Inventor	Serial No.	Filing Date	Title	States
28076 94057	JAPAN	BEFIELD, R.	059-254011	12 14 83	RESILIENT RETENTED LID LATCH	
28076 94073	FRANCE DESIGN PATENT	BEFIELD, R.	0000864683	12 29 86	DESIGN FOR SLEEPER	
28076 94160	HONG KONG	BEFIELD, R.	0000000002	0 0 0	PORTABLE ELECTRIC BLOWER	
28076 94214	CANADA	BEFIELD, R.	0002005799	12 18 89	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRIC VACUUM
28076 94214	HONG KONG	BEFIELD, R.	98104781.3	6 23 98	FILTER AND INSTALLATION MEANS FOR DRY	MATERIAL FILTER FOR ELECTRICAL VACUUM
28076 94235	CANADA	BEFIELD, R.	000205549	11 15 91	STATIC ELECTRIC DISCHARGE FOR DUST	COLLECTOR
28076 94257	CANADA	MEER, N.	000204247	3 11 92	IMPROVED STRUCTURE FOR COUPLING FIELD	WINDINGS TO MOTOR BRUSHES
28076 94285	CANADA	MEER, N.	0002046515	4 21 92	GROUND FAULT INTERRUPTOR CIRCUIT WITH	ELECTRONIC LATCH
28076 94288	CANADA	MEER, N.	0002046789	5 16 92	CIRCUIT BREAKER FOR USE IN WALL MOUNTED	PLUG
28076 94293	CANADA	BEFIELD, R.	0002045957	4 14 92	TOOL CARRY FOR ATTACHMENT TO CONTAINER	PARTICULARLY FOR A VACUUM CLEANER
28076 94300	HONG KONG	MEER, N.	98104789.2	6 25 98	COMBINED GROUND FAULT INTERRUPTER	CIRCUIT AND REMOTE CONTROL ON/OFF DEVICE
28076 94503	CANADA	MEER, N.	0002059575	5 11 93	MOTOR BRUSH SPRING SUBASSEMBLY	
28076 94546	FRANCE DESIGN PATENT	BEFIELD, R.	000940418	1 26 94	WET/DRY VACUUM CLEANER	
28076 94548	CANADA	BEFIELD, R.	0002123842	5 18 94	WEE CONNECTOR FOR A VACUUM	
28076 94548	HONG KONG	BEFIELD, R.	0000000001	0 0 0	WEE CONNECTOR FOR A VACUUM CLEANER	
28076 94548	JAPAN	BEFIELD, R.	004-257259	9 28 94	WEE CONNECTOR FOR A VACUUM	
28076 94552	CANADA	BEFIELD, R.	0002134505	11 23 94	MOTOR MOUNTING APPARATUS	
28076 94552	EUROPEAN PATENT OFFICE	BEFIELD, R.	94119104.4	12 3 94	MOTOR MOUNTING APPARATUS	
28076 94559	CANADA	BEFIELD, R.	0002139408	1 5 95	HANDLE FOR VACUUM MOTOR HOUSING	
28076 94579	CANADA	MESELER	0002135944	11 16 94	WALL-MOUNTED HOLDER FOR A TANK-TYPE	VACUUM CLEANER AND ATTACHMENTS
28076 94580	FRANCE DESIGN PATENT	MESELER, L.	000945431	10 14 94	WALL MOUNTED HOLDER FOR A VACUUM AND/OR	ATTACHMENTS
28076 94580	ITALY DESIGN PATENT	MESELER, L.	0940000226	11 11 94	WALL MOUNTED HOLDER FOR A VACUUM AND/OR	ATTACHMENTS
28076 94582	CANADA	BEFIELD, R.	0002152794	6 21 95	APPARATUS FOR CONVERTING A VACUUM	CLEANING APPARATUS INTO A LIQUID
28076 94594	UNITED STATES	BAIES	0000000003	0 0 0	DATED NOVELTY REPORT	
28076 94594	CHANGING METHOD PATENT	BAIES	0000000003	0 0 0	CHANGING METHOD PATENT	

TRADEMARK
REEL: 001959 FRAME: 0644

INT
23
USA
3

PAGE 2

Status

PENDING PATENT APPLICATIONS - 20076

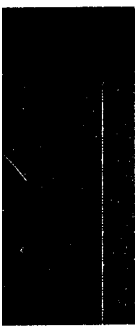
04/20/99 14:39:30

Der.	Ref.	Country	Inventor	Serial No.	Filing Date	Title	Status
20076	94611	CANADA	BERFIELD, R.	0002108515	10 22 96	CLEANING FLUID TANK ASSEMBLY	
20076	94616	CANADA	BERFIELD, R.	0002167505	2 14 96	PILOT AND DETENT APPARATUS FOR A	
20076	94617	CANADA	BERFIELD, R.	0002174704	4 22 96	VACUUM APPARATUS HAVING A PUMP FOR	VACUUM DEVICE
20076	94617	EUROPEAN PATENT OFFICE	BERFIELD, R.	97401845.9	7 31 97	VACUUM APPARATUS HAVING A PUMP FOR	DISCHARGING LIQUID THEREFROM
20076	94618	CANADA	RODITALLIE, J.	0002202710	4 15 97	CURRENT REGULATING SWITCH CIRCUIT	DISCHARGING LIQUID THEREFROM
20076	94635	FRANCE REGIONAL PATENT	BERFIELD, R.	000970812	2 12 97	NET/DRY VACUUM CLEANER (QUIET IXI)	
20076	94635	ITALY REGIONAL PATENT	BERFIELD, R.	0970000031	2 7 97	NET/DRY VACUUM CLEANER (QUIET IXI)	
20076	94635	JAPAN REGIONAL PATENT	BERFIELD, R.	0097-67503	9 10 97	NET/DRY VACUUM CLEANER	
20076	94637	AUSTRALIA	BUES, R.	0000000003	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	BRAZIL	BUES, R.	0000000001	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	CANADA	BUES, R.	0000000005	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	CHINA	BUES, R.	0000000001	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	EUROPEAN PATENT OFFICE	BUES, R.	97910827.0	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	MEXICO	BUES, R.	0000000004	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	PATENT COOPERATION TREATY	BUES, R.	0877/18134	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	RUSSIA	BUES, R.	0000000001	10 6 97	SELF-EVACUATING VACUUM CLEANER	
20076	94637	UNITED STATES	BUES, R.	098/727318	10 8 96	SELF-EVACUATING VACUUM CLEANER	
20076	94645	UNITED STATES	BERFIELD, R.	098/756145	11 25 96	SELF-EVACUATING VACUUM CLEANER	
20076	94646	UNITED STATES	STUMBS, C.	099/269708	3 15 99	DOOR ACCESS DOOR	
20076	94647	AUSTRALIA	BERFIELD, R.	0034576/97	7 11 97	SELF-EVACUATING VACUUM CLEANER	
20076	94647	CANADA	BERFIELD, R.	0002219462	7 11 97	SELF-EVACUATING VACUUM CLEANER	
20076	94647	EUROPEAN PATENT OFFICE	BERFIELD, R.	97913381.2	7 11 97	SELF-EVACUATING VACUUM CLEANER	
20076	94647	JAPAN	BERFIELD, R.	099-540281	7 11 97	SELF-EVACUATING VACUUM CLEANER	
20076	94647	MEXICO	BERFIELD, R.	0099001972	7 11 97	SELF-EVACUATING VACUUM CLEANER	
20076	94647	PATENT COOPERATION TREATY	BERFIELD, R.	0877/12047	7 11 97	SELF-EVACUATING VACUUM CLEANER	
20076	94672	EUROPEAN PATENT OFFICE	BERFIELD, R.	99903462.4	1 14 98	SELF-EVACUATING VACUUM CLEANER	

ALL

ALL

TRADEMARK
REEL: 001959 FRAME: 0645



Int
16
USA
10

A-16

PENDING PATENT APPLICATIONS - 28076					PAGE 3
Our Ref.	Country	Inventor	Serial No.	Filing Date	Title
28076 94672	PATENT COOPERATION TREATY	NEWFIELD, R.	0896/00597	1 14 98	SELF-EXHAUSTING VACUUM CLEANER
28076 94673	UNITED STATES	NEWFIELD, R.	008/902333	2 11 97	SELF EXHAUSTING VACUUM CLEANER
28076 94675	AUSTRALIA	NEWFIELD, R.	0071942/98	6 18 98	FILTER RETAINER FOR A VACUUM CLEANER
28076 94675	CANADA	NEWFIELD, R.	0002239847	6 8 98	FILTER RETAINER FOR A VACUUM CLEANER
28076 94681	CANADA	WOLFE, M.	000224422	8 10 98	MOTOR SHAFT ASSEMBLY METHOD
28076 94681	UNITED STATES	WOLFE, M.	008/734279	9 24 97	MOTOR SHAFT ASSEMBLY METHOD
28076 94681A	UNITED STATES	WOLFE, JR. ET AL	0000000021	0 0 0	MOTOR SHAFT ASSEMBLY METHOD
28076 94692	AUSTRALIA	NEWFIELD, ROGER	0040721/98	4 8 98	VACUUM CLEANER COLLECTION BAG
28076 94692	CANADA	NEWFIELD, R.	0002233103	3 23 98	VACUUM CLEANER COLLECTION BAG
28076 94692	UNITED STATES	NEWFIELD, R.	008/793535	7 31 97	VACUUM CLEANER COLLECTION BAG
28076 94700	CANADA	NEWFIELD, R.	0002244741	8 11 98	USER-CARRIED VACUUM CLEANER
28076 94700	UNITED STATES	NEWFIELD, R.	009/010742	1 22 98	USER-CARRIED VACUUM CLEANER
28076 94701	UNITED STATES	NEWFIELD, R.	009/234557	1 20 99	OUTLET PRIMING SELF-EXHAUSTING VACUUM CLEANER
28076 94703	CANADA	BAKER, M.	0002243618	3 1 99	MOTOR SHAFT ASSEMBLY AND METHOD
28076 94703	MEXICO	BAKER, M.	0000000003	0 0 0	MOTOR SHAFT ASSEMBLY AND METHOD
28076 94703	UNITED STATES	BAKER, M.	009/174499	10 16 98	MOTOR SHAFT ASSEMBLY AND METHOD
28076 94703A	UNITED STATES	BAKER ET AL.	009/286794	4 6 99	MOTOR SHAFT ASSEMBLY AND METHOD
28076 94721	AUSTRALIA	LIU, L.	0000000002	0 0 0	DUAL FILTER ASSEMBLY FOR A VACUUM CLEANER
28076 94721	CANADA	LIU, L.	0000000001	3 18 99	DUAL FILTER ASSEMBLY FOR A VACUUM CLEANER
28076 94721	EUROPEAN PATENT OFFICE	LIU, L.	0000000001	0 0 0	DUAL FILTER ASSEMBLY FOR A VACUUM CLEANER
28076 94721	UNITED STATES	LIU, L.	009/143960	8 31 98	DUAL FILTER ASSEMBLY FOR A VACUUM CLEANER
28076 94726	AUSTRALIA	LIU, L.	0000000001	0 0 0	VACUUM CLEANER HAVING DUAL FILTER ASSEMBLY
28076 94726	CANADA	LIU, L.	0002239429	1 13 99	VACUUM CLEANER HAVING DUAL FILTER ASSEMBLY
28076 94726	EUROPEAN PATENT OFFICE	LIU, L.	99100907.7	1 20 99	VACUUM CLEANER HAVING DUAL FILTER ASSEMBLY
28076 94726	UNITED STATES	LIU, L.	009/189755	11 10 98	VACUUM CLEANER HAVING DUAL FILTER ASSEMBLY
28076 94729	CANADA	WOLFE, M.	0002242366	2 22 99	HOUSING ASSEMBLY FOR A VACUUM CLEANER

TRADEMARK
REEL: 001959 FRAME: 0646

A-17

Int USA
12 14

PAGE 4

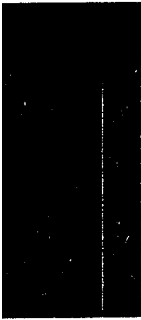
Status

PENDING PATENT APPLICATIONS - 28076

04/28/99 14139136

Der.	Ref.	Country	Inventor	Serial No.	Filing Date	Title	Status
28076	97729	MEXICO	WOLFE, H.	0000000001	0 0 0	HOUSING ASSEMBLY FOR A VACUUM CLEANER	
28076	97729	UNITED STATES	WOLFE, H.	009/118128	7 16 98	HOUSING ASSEMBLY FOR A VACUUM CLEANER	
28076	97731	PATENT COOPERATION TREATY	WOLFE, H.	009/00072	1 5 99	SELF-EVACUATING VACUUM CLEANER	
28076	97731	UNITED STATES	WOLFE, H.	009/000501	1 6 98	SELF-EVACUATING VACUUM CLEANER	
28076	97737	UNITED STATES	WOLFE, H.	009/250973	1 21 99	SUPPORT STRUCTURE AND METHOD OF MAKING SAME	
28076	97744	ARGENTINA	WOLFE, H.	0000000001	0 0 0	WHEELLESS IMPELLER HOUSING FOR A VACUUM CLEANER	
28076	97744	PANAMA	WOLFE, H.	0000000001	0 0 0	WHEELLESS IMPELLER HOUSING FOR A VACUUM CLEANER	
28076	97744	UNITED STATES	WOLFE, H.	0000000001	0 0 0	WHEELLESS IMPELLER HOUSING FOR A VACUUM CLEANER	
28076	97744	THAILAND	WOLFE, H.	0000000001	0 0 0	WHEELLESS IMPELLER HOUSING FOR A VACUUM CLEANER	
28076	97744	UNITED STATES	WOLFE, H.	009/240487	2 10 99	WHEELLESS IMPELLER HOUSING FOR A VACUUM CLEANER	
28076	97754	UNITED STATES	WOLFE, H.	009/254474	12 3 98	THERMAL FUSE	
28076	97761	UNITED STATES DESIGN	GRUFFIN, J.	029/997316	12 3 98	GEAR HEAD-NEW	
28076	97762	UNITED STATES DESIGN	GRUFFIN, J.	029/997779	12 3 98	VACUUM TANK	
28076	97763	UNITED STATES DESIGN	GRUFFIN, J.	029/997288	12 3 98	VACUUM CLEANER	
28076	97764	UNITED STATES DESIGN	GRUFFIN ET AL.	029/997777	1 27 99	VACUUM CLEANER HEAD (2000/2000 SERIES)	
28076	97765	UNITED STATES DESIGN	GRUFFIN ET AL.	029/997790	1 27 99	VACUUM CLEANER HEAD (4000 SERIES)	
28076	97766	UNITED STATES DESIGN	GRUFFIN ET AL.	029/999000	1 27 99	VACUUM CLEANER HEAD (5000 SERIES)	
28076	97772	ARGENTINA	WOLFE, H.	0000000002	0 0 0	THERMALLY RESPONSIVE PROTECTION	APPARATUS
28076	97772	PATENT COOPERATION TREATY	WOLFE, H.	0000000001	0 0 0	THERMALLY RESPONSIVE PROTECTION	APPARATUS
28076	97772	TAIWAN	WOLFE, H.	0000000001	0 0 0	THERMALLY RESPONSIVE PROTECTION	APPARATUS
28076	97772	UNITED STATES	WOLFE, H.	009/255562	2 24 99	THERMALLY RESPONSIVE PROTECTION	APPARATUS
28076	97775	CANADA	WOLFE, H.	0000000003	3 1 99	ROTOR STRUCTURE	
28076	97775	MEXICO	WOLFE, H.	0000000002	0 0 0	ROTOR STRUCTURE	
28076	97775	UNITED STATES	WOLFE, H.	009/182544	10 29 98	ROTOR STRUCTURE	
28076	97778	UNITED STATES	WOLFE, H.	009/249518	2 12 99	THERMAL PROTECTION APPARATUS FOR ELECTRIC MOTOR	
28076	97781	CANADA	GRUFFIN, J.	0000000009	0 0 0	VACUUM CLEANER	

TRADEMARK
REEL: 001959 FRAME: 0647



INT USA
19 7

PAGE 5

Status

PENDING PATENT APPLICATIONS - 28076

04/28/99 14139130

Der.	Ref.	Country	Inventor	Serial No.	Filing Date	Title	Title
28076	9/781	FRANCE	GRIFFIN, J.	0000000001	0 0 0	VACUUM CLEANER	16 GALLON
28076	9/781	GERMAN DESIGN PATENT	GRIFFIN, J.	0000000004	0 0 0	VACUUM CLEANER	
28076	9/781	GREAT BRITAIN DESIGN	GRIFFIN, J.	0000000004	0 0 0	VACUUM CLEANER	
28076	9/781	MEXICO	GRIFFIN, J.	0000000005	0 0 0	VACUUM CLEANER	16 GALLON
28076	9/781	UNITED STATES DESIGN	GRIFFIN, J.	029/97456	12 7 98	VACUUM CLEANER	
28076	9/782	CANADA	GRIFFIN, J.	0000000006	0 0 0	VACUUM CLEANER	
28076	9/782	FRANCE	GRIFFIN, J.	0000000002	0 0 0	VACUUM CLEANER	
28076	9/782	GERMAN DESIGN PATENT	GRIFFIN, J.	0000000003	0 0 0	VACUUM CLEANER	
28076	9/782	GREAT BRITAIN DESIGN	GRIFFIN, J.	0000000003	0 0 0	VACUUM CLEANER	
28076	9/782	MEXICO	GRIFFIN, J.	0000000006	0 0 0	VACUUM CLEANER	12 GALLON
28076	9/782	UNITED STATES DESIGN	GRIFFIN, J.	029/97455	12 7 98	VACUUM CLEANER	
28076	9/783	CANADA	GRIFFIN, J.	0000000008	0 0 0	VACUUM CLEANER	(16 GALLON)
28076	9/783	FRANCE DESIGN PATENT	GRIFFIN, J.	0000000002	0 0 0	VACUUM CLEANER	(16 GALLON)
28076	9/783	GERMAN DESIGN PATENT	GRIFFIN, J.	0000000002	0 0 0	VACUUM CLEANER	(16 GALLON)
28076	9/783	GREAT BRITAIN DESIGN	GRIFFIN, J.	0000000002	0 0 0	VACUUM CLEANER	(16 GALLON)
28076	9/783	MEXICO DESIGN	GRIFFIN, J.	0000000002	0 0 0	VACUUM CLEANER	(16 GALLON)
28076	9/783	UNITED STATES DESIGN	GRIFFIN, J.	029/97419	12 7 98	VACUUM CLEANER	
28076	9/785	CANADA	GRIFFIN, J.	0000000007	0 0 0	VACUUM CLEANER	
28076	9/785	FRANCE DESIGN PATENT	GRIFFIN, J.	0000000001	0 0 0	VACUUM CLEANER	
28076	9/785	GERMAN DESIGN PATENT	GRIFFIN, J.	0000000001	0 0 0	VACUUM CLEANER	
28076	9/785	GREAT BRITAIN DESIGN	GRIFFIN, J.	0000000001	0 0 0	VACUUM CLEANER	
28076	9/785	MEXICO DESIGN	GRIFFIN, J.	0000000001	0 0 0	VACUUM CLEANER	
28076	9/785	UNITED STATES DESIGN	GRIFFIN, J.	029/97505	12 8 98	VACUUM CLEANER	
28076	9/786	UNITED STATES DESIGN	GRIFFIN, J.	029/97503	12 8 98	VACUUM CLEANER	
28076	9/787	UNITED STATES	BERFIELD, R.	049/28471	3 30 99	SELF-EMOUNTING VACUUM CLEANER	
28076	9/799	UNITED STATES DESIGN	GRIFFIN, J.	029/10526	3 29 99	VACUUM CLEANER	

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 1

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	ST072	CANADA	AIR SWEEP	0000311687	2 28 86	
28076	ST072	UNITED STATES	AIR SWEEP	0001326698	3 26 85	
28076	SV147	UNITED STATES	aisle SWEEP	0001534342	4 11 89	
28076	SV165	AUSTRALIA	ALL AROUND	0008520497	10 4 89	
28076	SV165	CANADA	ALL AROUND	0000381967	3 22 91	
28076	SV165	CHILE	ALL AROUND	0000535644	3 4 99	
28076	SV165	ICELAND	ALL AROUND	0000000987	8 27 98	
28076	SV165	MEXICO	ALL AROUND	0000589709	9 30 98	
28076	SV165	UNITED STATES	ALL AROUND	0001579934	1 30 90	
28076	SV626	UNITED STATES	ALL AROUND	0002198106	9 8 98	U
28076	SV566	AUSTRALIA	AQUA VAC QUICK STRIP	0008620929	7 19 95	
28076	ST127	CANADA	AQUA-KLEAN	0000344761	9 16 88	
28076	ST128	CANADA	AQUA-KLEANER	0000344760	9 16 88	
28076	SV144	UNITED STATES	AQUA-KLEANER	0001545078	6 27 89	
28076	SV02A	ARGENTINA	AQUA-VAC	0001499425	1 31 94	
28076	SV002	ARMENIA	AQUA-VAC	0000002752	2 2 98	
28076	SV002	AUSTRALIA	AQUA-VAC	0008257647	4 19 72	
28076	SV002	BOLIVIA	AQUA-VAC	0000040846	11 21 79	
28076	SV002	BRAZIL	AQUA-VAC	0006911617	4 24 79	
28076	SV002	CANADA	AQUA-VAC	0000125360	2 9 62	
28076	SV02A	CHILE	AQUA-VAC	0000351186	9 27 79	
28076	SV002	CHILE	AQUA-VAC	0000529899	7 25 78	
28076	SV02A	COLOMBIA	AQUA-VAC	0000166035	8 17 94	
28076	SV002	ECUADOR	AQUA-VAC	0004808-95	12 20 90	
28076	SV002	MEXICO	AQUA-VAC	0000216661	2 13 78	
28076	SV002	NEW ZEALAND	AQUA-VAC	0008100350	8 28 74	

TRADEMARK

REEL: 001959 FRAME: 0650

ACTIVE REGISTERED TRADEMARKS - 28076

05/11/99 09:58:48

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	SV020	PERU	AQUA-VAC	0000088131	11 8 90	
28076	SV002	THAILAND	AQUA-VAC	0000082610	7 29 83	
28076	SV002	TURKEY	AQUA-VAC	0000132921	12 4 91	
28076	SV002	UNITED STATES	AQUA-VAC	0000976740	1 15 74	
28076	SV002	URUGUAY	AQUA-VAC	0000160067	4 17 80	
28076	SV002	VENEZUELA	AQUA-VAC	00093585-F	2 6 80	
28076	SV028	SOUTH KOREA	AQUA-VAC (ROMAN)	0000196164	7 12 90	
28076	SV301	CANADA	AQUA-VAC & DESIGN	0000413706	6 18 93	
28076	SV195	AUSTRALIA	AQUANOZZLE	0008508661	4 14 89	
28076	SV276	AUSTRALIA	AQUANOZZLE	0008547220	5 6 93	
28076	SV539	AUSTRALIA	AURORA	0004633087	7 28 95	
28076	SV539	NEW ZEALAND	AURORA	0000238969	11 12 96	
28076	ST054	CANADA	BENCH VAC	0000306321	8 30 85	
28076	ST054	UNITED STATES	BENCH VAC	0001304824	11 13 84	
28076	SV108	CANADA	BRUTE	0000345635	2 23 90	
28076	ST007	CANADA	BRUTE	0000369151	6 8 90	
28076	ST007	UNITED STATES	BRUTE	0000979872	3 5 74	
28076	SV108	UNITED STATES	BRUTE	0001419825	12 9 86	
28076	ST005	CANADA	BULLDOG	0000305894	8 16 85	
28076	ST005	UNITED STATES	BULLDOG	0000945113	10 17 72	
28076	SV656	UNITED STATES	BULLDOG	0002211499	12 15 98	U
28076	SV707	AUSTRALIA	BULLDOG & DESIGN	0000753441	7 14 98	
28076	SV238	CANADA	CARMASTER	0000385268	5 31 91	
28076	SV706	AUSTRALIA	CARMASTER & DESIGN	0000759878	9 11 98	
28076	SV101	CANADA	CLEANFIX	0000322238	12 26 86	
28076	SV027	UNITED STATES	COPIER VAC	0001133988	4 29 80	

TRADEMARK
REEL: 001959 FRAME: 0651

A-21

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 3

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	SV019	GREAT BRITAIN	CRAFTOOL	0008976316	6 14 71	
28076	SV008	AUSTRALIA	CRAFTOOL SHOP-VAC	000A175729	8 28 62	
28076	ST111	AUSTRALIA	FIRST MATE	000A442484	3 19 86	
28076	ST111	CANADA	FIRST MATE	0000327958	5 22 87	
28076	SV644	AUSTRALIA	FLOODMATE / FLOOD MATE	0000708257	7 1 97	
28076	SV212	BENELUX	FLOORMASTER	0000460485	3 15 89	
28076	SV212	CANADA	FLOORMASTER	0000404735	11 13 92	
28076	SV212	FRANCE	FLOORMASTER	0001666284	5 3 89	
28076	SV212	GREAT BRITAIN	FLOORMASTER	0001373051	2 10 89	
28076	SV212	ITALY	FLOORMASTER	0000555268	11 28 91	
28076	SV212	UNITED STATES	FLOORMASTER	0001617322	10 16 90	
28076	SV237	BENELUX	GUSTY	0000468316	8 18 89	
28076	SV743	AUSTRALIA	HANG-ON	0000773794	2 12 99	
28076	SV009	CANADA	HANG-UP VAC	0000201934	9 20 74	
28076	SV009	UNITED STATES	HANG-UP VAC	0001004130	2 4 75	
28076	SV029	CANADA	HIPPO	0000246794	6 20 80	
28076	SV029	FRANCE	HIPPO	0001585742	4 24 80	
28076	SV029	GREAT BRITAIN	HIPPO	0001131476	10 12 79	
28076	SV029	UNITED STATES	HIPPO	0001157925	6 23 81	
28076	SV003	CANADA	HIPPO-VAC	0000173540	12 31 70	
28076	SV003	FRANCE	HIPPO-VAC	0001513126	2 28 69	
28076	SV003	GREAT BRITAIN	HIPPO-VAC	0000938623	8 30 68	
28076	SV03A	GREAT BRITAIN	HIPPO-VAC	0001023111	2 11 75	
28076	SV003	ISRAEL	HIPPO-VAC	0000044912	10 12 77	
28076	SV003	ITALY	HIPPO-VAC	0000544860	5 6 91	
28076	SV003	SWEDEN	HIPPO-VAC	0000128538	9 12 69	

TRADEMARK
REEL: 001959 FRAME: 0652

A-22

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 4

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	SV003	TAIWAN	HIFPO-VAC	0000998826	6 1 78	
28076	SV003	UNITED STATES	HIFPO-VAC	0000891520	5 24 70	
28076	SV173	UNITED STATES	IF YOU OWN A HOUSE, YOU GOTTA OWN A	0001592815	4 24 90	
28076	SV036	MEXICO	LA DOMESTICA DE SHOP VAC	0000591365	10 28 98	
28076	SV138	UNITED STATES	LITTER BROOM	0001524030	2 7 89	
28076	ST090	CANADA	MICRO MINI	0000319746	10 24 84	
28076	SV041	UNITED STATES	MIGHTY MINI	0001218995	12 7 82	
28076	ST064	CANADA	MINI PRO	0000309480	12 20 85	
28076	ST064	UNITED STATES	MINI PRO	0001316749	1 29 85	
28076	SV598	FRANCE	MISCELLANEOUS DESIGN (OSP HEAD)	0000611210	7 26 96	
28076	SV598	GERMANY	MISCELLANEOUS DESIGN (OSP HEAD)	0003960130	12 29 97	
28076	SV598	UNITED STATES	MISCELLANEOUS DESIGN (OSP HEAD)	0002012933	10 29 96	
28076	SV639	UNITED STATES	MISCELLANEOUS DESIGN (OSP HEAD)	0002088962	8 19 97	
28076	SV513	AUSTRALIA	MULTISYSTEM	0004615192	1 16 95	
28076	SV513	NEW ZEALAND	MULTISYSTEM	0000231609	9 10 96	
28076	SV682	AUSTRALIA	ON DEMAND VAC	0000740138	2 9 98	
28076	SV682	CANADA	ON DEMAND VAC	0000505138	12 7 98	
28076	SV682	UNITED STATES	ONDEMANDVAC (STYLIZED)	0002207646	12 1 98	U
28076	SV098	AUSTRALIA	PICKS UP WHERE OTHERS LEAVE OFF	0008517225	8 16 89	
28076	SV098	CANADA	PICKS UP WHERE THE OTHERS LEAVE OFF	0000381922	3 22 91	
28076	ST085	CANADA	POWER STICK	0000319812	10 24 86	
28076	ST010	NEW ZEALAND	POWER VAC	0000195814	8 13 93	
28076	ST010	FRANCE	POWER-VAC	0001278068	7 5 84	
28076	ST010	GREAT BRITAIN	POWER-VAC	0001032446	7 12 74	
28076	SV10A	GREAT BRITAIN	POWER-VAC	0001032447	5 30 81	
28076	SV28A	AUSTRALIA	POWERVAC	0008545555	2 7 94	

TRADEMARK
REEL: 001959 FRAME: 0653

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 5

05/11/99 09:58:48

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	SV283	AUSTRALIA	POWERVAC	0008556747	5 28 91	
28076	SV677	AUSTRALIA	PUMPVAC	0000734993	12 3 97	
28076	SV676	CANADA	QPV	0000498502	8 11 98	
28076	SV676	UNITED STATES	QPV	0002199059	10 20 98	U
28076	SV683	AUSTRALIA	QPV THE QUIET VACUUM THAT PUMPS	0000749541	8 10 98	
28076	SV683	CANADA	QPV THE QUIET VACUUM THAT PUMPS	0000510195	3 29 99	
28076	SV601	CANADA	QSP	0000464080	10 11 96	
28076	SV601	MEXICO	QSP	0000492793	4 7 95	
28076	SV601	UNITED STATES	QSP	0002006932	10 8 96	U
28076	ST020	AUSTRALIA	KUVAC	0008313793	12 7 77	
28076	ST020	CANADA	KUVAC	0000230987	11 17 78	
28076	ST020	UNITED STATES	KUVAC	0001118543	5 15 79	
28076	SV719	AUSTRALIA	SAFARI	0000753443	7 14 98	
28076	ST033	UNITED STATES	SHOP CAN	0001180858	12 8 81	
28076	SV124	NEW ZEALAND	SHOP SHEEP	0000171453	4 9 87	
28076	SV550	UNITED STATES	SHOP SHEEP	0001893929	5 16 95	
28076	SV001	CHINA	SHOP VAC	0001215440	10 14 98	
28076	SV300	AUSTRALIA	SHOP VAC & DESIGN	0000559949	2 17 94	
28076	SV300	CANADA	SHOP VAC & DESIGN	0000411412	4 23 93	
28076	SV300	UNITED STATES	SHOP VAC & DESIGN	0001680975	3 31 92	
28076	SV532	AUSTRALIA	SHOP VAC PLUS	0004604752	1 11 95	
28076	SV532A	AUSTRALIA	SHOP VAC PLUS	0004604753	1 11 95	
28076	SV572	AUSTRALIA	SHOP VAC POWER MADE PORTABLE	0004632044	12 1 95	
28076	SV572	CANADA	SHOP VAC POWER MADE PORTABLE	0000462341	8 30 96	
28076	SV533	AUSTRALIA	SHOP VAC QSF	0004604750	1 11 95	
28076	SV533A	AUSTRALIA	SHOP VAC QSF	0004604751	1 11 95	

REEL: 001959 FRAME: 0654

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 6

05/11/99 09:58:48

Our	Ref.	Country
28076	SV533	CANADA
28076	SV533	UNITED STATES
28076	SV567	AUSTRALIA
28076	SV124	AUSTRALIA
28076	SV038	CANADA
28076	SV038	UNITED STATES
28076	SV105	ARGENTINA
28076	SV001	ARGENTINA
28076	SV001	ARMENIA
28076	SV001	AUSTRALIA
28076	SV01A	AUSTRIA
28076	SV001	BELARUS
28076	SV001	BENELUX
28076	SV001	BOLIVIA
28076	SV001	BRAZIL
28076	SV001	CANADA
28076	SV01A	CHILE
28076	SV001	CHILE
28076	SV01A	COLOMBIA
28076	SV001	CZECH REPUBLIC
28076	SV001	DENMARK
28076	SV001	ECUADOR
28076	SV001	ESTONIA
28076	SV001	FINLAND
28076	SV001	FRANCE
28076	SV001	GEORGIA

TRADEMARK
REEL: 001959 FRAME: 0655

Trademark	Reg. Date	Issue Date	Status
SHOP VAC QSF	0000439481	2 17 95	
SHOP VAC QSF	0002027359	12 31 96	U
SHOP VAC QUICK STRIP	000A620928	6 16 95	
SHOP-SWEEP	000A462255	3 25 87	-
SHOP-SWEEP	0000299120	1 11 85	
SHOP-SWEEP	0001182736	12 22 81	
SHOP-UAC	0002194987	2 23 89	
SHOP-UAC	0002194988	1 12 79	
SHOP-UAC	0000002751	2 2 98	
SHOP-UAC	000A264686	12 28 72	
SHOP-UAC	0000092762	12 28 79	
SHOP-UAC	0000004696	8 13 96	
SHOP-UAC	0000314811	12 12 72	
SHOP-UAC	0000040845	11 21 79	
SHOP-UAC	0006911609	4 25 79	
SHOP-UAC	0000126928	6 15 62	
SHOP-UAC	0000529900	8 25 78	
SHOP-UAC	0000529901	7 25 78	
SHOP-UAC	0000132076	12 28 90	
SHOP-UAC	0000164445	6 17 80	
SHOP-UAC	0002442773	8 17 73	
SHOP-UAC	0000829790	4 22 85	
SHOP-UAC	0000019633	5 22 96	
SHOP-UAC	0000066680	9 5 77	
SHOP-UAC	0001221961	12 21 72	
SHOP-UAC	0000008503	3 2 98	

A-25

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 7

Our	Ref.	Country
28076	SU001	GERMANY
28076	SU001	GREAT BRITAIN
28076	SU01A	GREAT BRITAIN
28076	SU001	GREECE
28076	SU01A	HONG KONG
28076	SU001	HUNGARY
28076	SU001	ICELAND
28076	SU001	INDIA
28076	SU001	INDONESIA
28076	SU001	IRELAND
28076	SU001	ISRAEL
28076	SU001	ITALY
28076	SU01C	JAPAN
28076	SU01B	JAPAN
28076	SU001	KAZAKSTAN
28076	SU001	LATVIA
28076	SU001	LITHUANIA
28076	SU001	MALAYSIA
28076	SU01A	MALAYSIA
28076	SU001	MEXICO
28076	SU001	MOLDOVA
28076	SU001	NEW ZEALAND
28076	SU001	NORWAY
28076	SU001	PARAGUAY
28076	SU001	PERU
28076	SU001	PHILIPPINES

TRADEMARK

REEL: 001959 FRAME: 0656

Trademark	Reg. Date	Issue Date	Status
SHOP-VAC	0000912596	12 4 73	
SHOP-VAC	0001002898	6 7 74	
SHOP-VAC	0001021423	1 30 75	
SHOP-VAC	0000060302	3 17 79	
SHOP-VAC	0002237/91	7 10 91	
SHOP-VAC	0000121986	1 24 80	
SHOP-VAC	0000232/79	8 14 79	
SHOP-VAC	0004801078	10 16 95	
SHOP-VAC	0000300603	10 9 82	
SHOP-VAC	0000881677	7 7 76	
SHOP-VAC	0000044910	10 12 77	
SHOP-VAC	0000284864	10 9 74	
SHOP-VAC	0002409780	5 29 92	
SHOP-VAC	0002708944	7 31 95	
SHOP-VAC	0000004295	9 4 96	
SHOP-VAC	0000H34801	12 20 96	
SHOP-VAC	0000025166	1 21 98	
SHOP-VAC	000H/97446	9 16 89	
SHOP-VAC	000H/97447	11 11 82	
SHOP-VAC	0000221490	1 26 79	
SHOP-VAC	0000004488	1 30 97	
SHOP-VAC	000B102813	1 4 73	
SHOP-VAC	0000091757	9 26 74	
SHOP-VAC	0000201709	3 27 98	
SHOP-VAC	0000057531	5 31 85	
SHOP-VAC	0000030264	11 20 81	

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 8

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	SV001	POLAND	SHOP-VAC	0000057308	5 31 79	
28076	SV001	PORTUGAL	SHOP-VAC	0000196937	8 23 85	
28076	SV001	RUSSIA	SHOP-VAC	0000138041	2 15 96	
28076	SV001	SINGAPORE	SHOP-VAC	0006465/82	12 4 82	
28076	SV01A	SINGAPORE	SHOP-VAC	0006466/82	12 4 82	
28076	SV001	SLOVAKIA	SHOP-VAC	0000164445	6 17 80	
28076	SV001	SOUTH AFRICA	SHOP-VAC	00077/4405	10 4 77	
28076	SV001	SPAIN	SHOP-VAC	0000695997	5 14 74	
28076	SV001	SRI LANKA	SHOP-VAC	0000051084	9 10 90	
28076	SV001	SWEDEN	SHOP-VAC	0000142817	4 19 73	
28076	SV001	SWITZERLAND	SHOP-VAC	0000402888	8 30 93	
28076	SV001	TAIWAN	SHOP-VAC	0000098828	6 1 78	
28076	SV105	TAIWAN	SHOP-VAC	0000328382	7 16 86	
28076	SV001	THAILAND	SHOP-VAC	00000R1863	7 29 83	
28076	SV001	UKRAINE	SHOP-VAC	0000010278	8 31 98	
28076	SV001	UNITED STATES	SHOP-VAC	0000647763	7 2 57	
28076	SV001	URUGUAY	SHOP-VAC	0000159366	3 4 80	
28076	SV001	VENEZUELA	SHOP-VAC	00093584-F	2 6 80	
28076	SV001	YUGOSLAVIA	SHOP-VAC	000026044Z	11 25 81	
28076	SV01A	SOUTH KOREA	SHOP-VAC (KOREAN)	0000196165	7 12 90	
28076	SV01B	SOUTH KOREA	SHOP-VAC (ROMAN)	0000196163	7 12 90	
28076	SV547	AUSTRALIA	SHOP-VAC & DESIGN	0000611384	7 11 94	
28076	SV678	CANADA	SHOP-VAC COMMERCIAL	0TH#510163	3 29 99	
28076	SV678	UNITED STATES	SHOP-VAC COMMERCIAL	0002196626	10 13 98	U
28076	SV678	AUSTRALIA	SHOP-VAC COMMERCIAL ICL 7	0000745092	4 14 98	
28076	SV679	AUSTRALIA	SHOP-VAC INDUSTRIAL	0000745167	4 14 98	

TRADEMARK
REEL: 001959 FRAME: 0657

A-27

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 9

Our Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076 SV679	CANADA	SHOP-VAC INDUSTRIAL	0THAS10161	3 29 99	
28076 SV679	UNITED STATES	SHOP-VAC INDUSTRIAL	0002196625	10 13 98	U
28076 SV572	UNITED STATES	SHOP-VAC POWER MADE PORTABLE	0001960930	3 5 96	U
28076 SV664	CANADA	SHOP-VAC OSP PRO	0000497791	7 27 98	
28076 SV664	UNITED STATES	SHOP-VAC OSP PRO	0002168457	6 23 98	U
28076 ST062	CANADA	SOLO	0000309479	12 20 85	
28076 SV199	CANADA	SOLO	0000370099	6 29 90	
28076 ST062	FRANCE	SOLO	0001279432	7 19 84	
28076 ST062	GERMANY	SOLO	0001082387	9 30 85	
28076 ST062	UNITED STATES	SOLO	0001312173	1 1 85	
28076 SV194	AUSTRALIA	SPOT-CHECK	0008504354	2 7 89	
28076 SV194	BENELUX	SPOT-CHECK	0000460486	3 15 89	
28076 SV194	CANADA	SPOT-CHECK	0000380716	3 1 91	
28076 SV194	FRANCE	SPOT-CHECK	0001530769	2 14 89	
28076 SV194	ITALY	SPOT-CHECK	0000554776	11 23 91	
28076 SV194	UNITED STATES	SPOT-CHECK	0001537944	5 9 89	
28076 SV524	AUSTRALIA	STEAMETTE	0004615193	5 1 95	
28076 SV524	NEW ZEALAND	STEAMETTE	0000231610	9 10 96	
28076 SV213	AUSTRALIA	STEAMTEAM	0008502456	1 4 89	
28076 SV213	CANADA	STEAMTEAM	0000377517	12 21 90	
28076 SV213	FRANCE	STEAMTEAM	0001704141	6 2 89	
28076 SV213	UNITED STATES	STEAMTEAM	0001593811	5 1 90	
28076 SV213	BENELUX	STEAMTEAM ICL 7&9	0000462803	5 30 89	
28076 SV753	AUSTRALIA	SVC	0000773795	2 12 99	
28076 SV689	AUSTRALIA	THE ONLY THING MORE POWERFUL IS OUR	0000743276	5 6 98	
28076 SV610	CANADA	THE ORIGINAL WET/DRY VAC	0000488841	1 30 98	

TRADEMARK
REEL: 001959 FRAME: 0658

05/11/99 09:58:48

ACTIVE REGISTERED TRADEMARKS - 28076

PAGE 10

Our	Ref.	Country	Trademark	Reg. Date	Issue Date	Status
28076	SV596	CANADA	THE ORIGINAL WET/DRY VACUUM CLEANER	0000462530	8 30 96	
28076	ST051	CANADA	THE PERFORMER	0000308999	12 6 85	
28076	ST051	UNITED STATES	THE PERFORMER	0001294082	9 11 84	
28076	SV198	UNITED STATES	THE SOLUTION	0001547083	7 11 89	
28076	SV641	AUSTRALIA	THE WET/DRY VAC THAT WHISPERS	0000707174	6 17 98	
28076	SV641	CANADA	THE WET/DRY VAC THAT WHISPERS	0000500994	9 21 98	
28076	SV641	UNITED STATES	THE WET/DRY VAC THAT WHISPERS	0002041875	3 4 97	
28076	SV267	UNITED STATES	TOOL MATE	0001669883	12 24 91	
28076	ST055	CANADA	TOW 'N TOTE	0000309466	12 20 85	
28076	ST093	UNITED STATES	TRADESMAN	0001356430	8 27 85	
28076	SV030	UNITED STATES	WET BROOM	0001182781	12 22 81	
28076	ST039	UNITED STATES	WET/DRY BROOM	0001275876	5 18 84	
28076	SV534	CANADA	1 X 1	0000436401	11 25 94	U
28076	SV534	FRANCE	1 X 1	00094/17NL	4 29 94	
28076	SV534	GERMANY	1 X 1	0002910692	12 29 93	
28076	SV534	ITALY	1 X 1	0000665754	12 19 95	
28076	SV534	UNITED STATES	1 X 1	0001870436	12 27 94	U

*** END OF REPORT ***

TRADEMARK
REEL: 001959 FRAME: 0659

05/11/99 09:57:27

PENDING TRADEMARK APPLICATIONS - 28076

PAGE 1

Our Ref.	Country	Trademark	Serial No.	Filing Date	Status
28076 SV589	NEW ZEALAND	ACE	0000238975	7 18 94	
28076 SV165	ARGENTINA	ALL AROUND	0002160568	7 3 98	
28076 SV165	BELARUS	ALL AROUND	0000001156	7 14 98	
28076 SV165	BOLIVIA	ALL AROUND	0002672-98	7 8 98	
28076 SV165	BRAZIL	ALL AROUND	0000889814	7 8 98	
28076 SV165	CHINA	ALL AROUND	0000000001	0 0 0	
28076 SV165	COLOMBIA	ALL AROUND	0000077528	12 30 98	
28076 SV165	CZECH REPUBLIC	ALL AROUND	0000134067	6 30 98	
28076 SV165	ECUADOR	ALL AROUND	0000091102	9 24 98	
28076 SV165	HONG KONG	ALL AROUND	0008919/98	7 8 98	
28076 SV165	HUNGARY	ALL AROUND	0000000001	0 0 0	
28076 SV165	INDIA	ALL AROUND	0000808536	7 1 98	
28076 SV165	INDONESIA	ALL AROUND	0009811475	7 2 98	
28076 SV165	ISRAEL	ALL AROUND	0000120669	6 29 98	
28076 SV165	JAPAN	ALL AROUND	0001066887	8 4 98	
28076 SV165	KAZAKHSTAN	ALL AROUND	0000012269	7 13 98	
28076 SV165	LITHUANIA	ALL AROUND	00098-2637	8 3 98	
28076 SV165	MALAYSIA	ALL AROUND	0009808891	7 30 98	
28076 SV165	NEW ZEALAND	ALL AROUND	0000294797	7 3 98	
28076 SV165	PERU	ALL AROUND	0000066006	7 9 98	
28076 SV165	PHILIPPINES	ALL AROUND	0000006377	8 24 98	
28076 SV165	POLAND	ALL AROUND	0000188992	7 3 98	
28076 SV165	RUSSIA	ALL AROUND	0000712007	7 9 98	
28076 SV165	SINGAPORE	ALL AROUND	0006796/98	7 7 98	
28076 SV165	SOUTH KOREA	ALL AROUND	0000016985	7 3 98	
28076 SV165	SRI LANKA	ALL AROUND	0000088447	7 3 98	

TRADEMARK
REEL: 001959 FRAME: 0660

PENDING TRADEMARK APPLICATIONS - 28076

PAGE 2

05/11/99 09:57:27

Our	Ref.	Country	Trademark	Serial No.	Filing Date	Status
28076	SV165	TAIWAN	ALL AROUND	0008737219	7 31 98	
28076	SV165	THAILAND	ALL AROUND	0000370114	9 22 98	
28076	SV165	TURKEY	ALL AROUND	0000000001	0 0 0	
28076	SV165	UKRAINE	ALL AROUND	0000072691	7 13 98	
28076	SV165	URUGUAY	ALL AROUND	0000305489	7 10 98	
28076	SV165	VENEZUELA	ALL AROUND	0001650898	9 3 98	
28076	SV165	YUGOSLAVIA	ALL AROUND	0000272598	7 6 98	
28076	SV714	CANADA	BAC-VAC	0000867111	1 22 98	
28076	SV714	UNITED STATES	BAC-VAC	0000377348	10 22 97	U
28076	SV716	CANADA	BACK VAC	0000867108	1 22 98	
28076	SV716	UNITED STATES	BACK-VAC	0000377530	10 22 97	U
28076	SV715	UNITED STATES	BAK-VAC	0000377347	10 22 97	U
28076	ST054	AUSTRALIA	BENCH VAC	0000775371	10 9 98	
28076	SV717	CANADA	BP	0000867106	1 22 98	
28076	SV717	UNITED STATES	BP	0000377345	10 22 97	U
28076	SV718	UNITED STATES	BP VAC	0000377344	10 22 97	U
28076	SV707	UNITED STATES	BULL DOG & DESIGN	0000374118	10 16 97	U
28076	SV707	CANADA	BULLDOG & DESIGN	0000867107	1 22 98	
28076	SV650	UNITED STATES	CARMASTER	0000085667	4 9 96	U
28076	SV706	CANADA	CARMASER & DESIGN	0000875231	4 15 98	
28076	SV706	UNITED STATES	CARMASER & DESIGN	0000374117	10 16 97	U
28076	SV649	UNITED STATES	COMPU VAC	0000085669	4 9 96	U
28076	SV646	CANADA	FLOOD MASTER	0000818562	7 22 96	
28076	SV643	CANADA	FLOODMASTER	0000818563	7 22 96	
28076	SV686	ARGENTINA	FLOORMASTER	0000000001	0 0 0	
28076	SV686	AUSTRALIA	FLOORMASTER	0000746325	10 15 97	

TRADEMARK

REEL: 001959 FRAME: 0661

05/11/99 09:57:27

PENDING TRADEMARK APPLICATIONS - 28076

PAGE 3

Our Ref.	Country	Trademark	Serial No.	Filing Date	Status
28076 SV686	BRAZIL	FLOORMASTER	0000000001	0 0 0	
28076 SV686	CHILE	FLOORMASTER	0000000001	0 0 0	
28076 SV686	GERMANY	FLOORMASTER	0000750505	10 23 97	
28076 SV686	MEXICO	FLOORMASTER	0000000001	0 0 0	
28076 SV686	NEW ZEALAND	FLOORMASTER	0000308365	4 21 99	
28076 SV212	PORTUGAL	FLOORMASTER	0000254616	4 6 89	
28076 SV686	UNITED STATES	FLOORMASTER	0000303726	6 5 97	U
28076 SV686	VENEZUELA	FLOORMASTER	0000000001	0 0 0	
28076 SV767	AUSTRALIA	GOBLIN	0000204798	0 0 0	
28076 SV767A	AUSTRALIA	GOBLIN	0000204799	0 0 0	
28076 SV767B	NEW ZEALAND	GOBLIN	0000000001	0 0 0	
28076 SV767	NEW ZEALAND	GOBLIN	000025999	0 0 0	
28076 SV767A	NEW ZEALAND	GOBLIN	000036279	0 0 0	
28076 SV743	CANADA	HANG-ON	0000890549	9 16 98	
28076 SV743	UNITED STATES	HANG-ON	0000508907	6 26 98	U
28076 SV036	AUSTRALIA	LA DOMESTICA	0000785730	2 16 99	
28076 SV036	CANADA	LA DOMESTICA	0001005720	2 18 99	
28076 SV036	UNITED STATES	LA DOMESTICA	0000597956	12 2 98	U
28076 SV598	AUSTRALIA	MISC.DESIGN	0000702916	2 21 96	
28076 SV755	AUSTRALIA	MISCELLANEOUS DESIGN	0000763612	5 29 98	
28076 SV598	CANADA	MISCELLANEOUS DESIGN (OSP HEAD)	0000797101	11 10 95	
28076 SV10A	AUSTRALIA	POWER-VAC	0000518277	8 31 89	
28076 SV677	CANADA	PUMPVAC	0000845431	5 20 97	
28076 SV683	UNITED STATES	OPV THE QUIET VACUUM THAT PUMPS	0000293685	5 19 97	U
28076 SV601	AUSTRALIA	OSP	0000777878	11 10 98	
28076 SV599	AUSTRALIA	OSP PLUS	0000000001	0 0 0	

REEL: 001959 FRAME: 0662

A-32

05/11/99 09:57:27

Our	Ref.	Country
28076	SV599	CANADA
28076	SV780	UNITED STATES
28076	SV719	CANADA
28076	SV719	UNITED STATES
28076	SV720	UNITED STATES
28076	SV01A	SRI LANKA
28076	SV300	MEXICO
28076	SV745	AUSTRALIA
28076	SV745	CANADA
28076	SV745	UNITED STATES
28076	SV746	CANADA
28076	SV746	UNITED STATES
28076	SV001	HONG KONG
28076	SV001	TURKMENISTAN
28076	SV664	AUSTRALIA
28076	SV687	AUSTRALIA
28076	SV687	CANADA
28076	SV687	UNITED STATES
28076	SV194	GERMANY
28076	SV620	UNITED STATES
28076	SV688	AUSTRALIA
28076	SV688	CANADA
28076	SV688	UNITED STATES
28076	SV753	CANADA
28076	SV753	UNITED STATES
28076	SV689	CANADA

PENDING TRADEMARK APPLICATIONS - 28076

Trademark	Serial No.	Filing Date	Status
OSP PLUS	0000779066	3 29 95	
OSP PLUS	0000610747	12 22 98	U
SAFARI	0000867109	1 22 98	
SAFARI	0000377342	10 22 97	U
SAHARA	0000377341	10 22 97	U
SHOP VAC	0000051083	3 27 86	
SHOP VAC & DESIGN	0000118983	7 29 91	
SHOP-PAC	0000773796	9 22 98	
SHOP-PAC	0000890550	9 16 98	
SHOP-PAC	0000508435	6 25 98	U
SHOP-PAK	0000889808	9 9 98	
SHOP-PAK	0000502179	6 15 98	U
SHOP-VAC	000002480A	8 30 82	
SHOP-VAC	0003(1324)	4 5 96	
SHOP-VAC OSP PRO	0000726433	1 24 97	
SPORT UTILITY VAC	0000745381	10 3 97	
SPORT UTILITY VAC	0000857569	10 1 97	
SPORT UTILITY VAC	0000299398	5 29 97	U
SPOT-CHECK	0000648110	3 16 89	
SPOT-CHECK	0000712579	8 8 95	U
SUV	0000745382	10 3 97	
SUV	0000857957	10 6 97	
SUV	0000299399	5 29 97	U
SVC	0000890551	9 16 98	
SVC	0000509992	6 29 98	U
THE ONLY THING MORE POWERFUL IS OUR	0000855364	9 5 97	

REEL: 001959 FRAME: 0663

A-33

A-34

PENDING TRADEMARK APPLICATIONS - 28076

Our	Ref.	Country	Trademark	Serial No.	Filing Date	Status
28076	SV689	UNITED STATES	THE ONLY THING MORE POWERFUL IS OUR	0000316969	6 30 97	U
28076	SV267	CANADA	TOOL MATE	0000678770	4 3 91	
28076	SV708	CANADA	WET DRY VAC & BULLDOG DESIGN	0000878301	5 8 98	
28076	SV708	UNITED STATES	WET DRY VAC & BULLDOG DESIGN	0000394699	11 24 97	U
28076	SV588	NEW ZEALAND	WHISPER	0000238970	7 18 94	
28076	SV603	UNITED STATES	2 X 2, 2 X 3, 2 X 4	0000000001	0 0 0	
28076	SV627	CANADA	2X2	0000800592	12 22 95	
28076	SV627	UNITED STATES	2X2	0000035391	12 21 95	U
28076	SV628	UNITED STATES	2X3	0000035378	12 21 95	U
28076	SV629	CANADA	2X4	0000800590	12 22 95	
28076	SV629	UNITED STATES	2X4	0000035377	12 21 95	U
28076	SV631	CANADA	2X6	0000800587	12 22 95	

*** END OF REPORT ***

TRADEMARK
REEL: 001959 FRAME: 0664

SCHEDULE 7

[RESERVED]

NY_DOCUMENT

(TUE) 6:29:99 13:03/ST.12:24/NO.4861946781 P 48

FROM LATHAM & WATINS 2127514864

TRADEMARK
REEL: 001959 FRAME: 0665

[RESERVED]

NY_DOCS339811.3

TRADEMARK
REEL: 001959 FRAME: 0666

SCHEDULE 9

EXISTING PRIOR LIENS

DEBTOR	SECURED PARTY	JURISDICTION	UCC-1 NO.	UCC-1 DATE	COLLATERAL
Shop-Vac Corporation	KeyStone Financial Leasing Corp.	PA Secretary of State	26270035	1/14/97	leased Canon Copier System
	Xerox Corporation	PA Secretary of State	28620651	3/3/98	leased Xerox equipment
	OCA Financial, Inc.	PA Secretary of State	26351196	2/10/97	leased computer equipment
	KeyStone Financial Leasing Corp.	Lycoming Co., Prothonotary of PA	9760018	1/9/97	Canon Copier System
	OCA Financial, Inc.	Lycoming Co., Prothonotary of PA	9760109	2/12/97	leased computer equipment
	Xerox Corporation	Lycoming Co., Prothonotary of PA	9860189	3/5/98	leased Xerox equipment
Felcher Manufacturing Corp.	Syracuse Supply Co., Inc.	NY Secretary of State	070568	4/8/96	IBM-CNC-EZT-DX Bridgeport EZ TRAK
	Syracuse Supply Co., Inc.	Broome Co., NY	1996000626	4/5/96	BM-CNC-EZT-DX Bridgeport EZ TRAK

TRADEMARK
REEL: 001959 FRAME: 0667

NY_D0CSU59811.3

ASSUMPTION AGREEMENT, dated as of _____, 199_, made by _____ a _____ corporation (the "Additional Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Shop Vac Corporation, a New Jersey corporation (the "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of _____, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of _____, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules _____ to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement

*. Refer to each Schedule which needs to be supplemented.

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0668

is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

053113-1180-08113-995MKA6K-GUA

TRADEMARK
REEL: 001959 FRAME: 0669

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of _____, 1999 (the "Agreement"), made by the Grantors parties thereto for the benefit of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.
3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, *mutatis mutandis*, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

[NAME OF ISSUER]

By _____

Title _____

Address for Notices:

Fax: _____

053113-1180-08113-995MKA6K-GUA

RECORDED: 09/22/1999

TRADEMARK
REEL: 001959 FRAME: 0670