

11-8-99



To the Honorable Commissioner of I

101201448

ached original documents or copy thereof.

1. Name of conveying party(ies):

General Electric Capital Canada Inc. Suite 1400, 123 Front Street West Toronto, Ontario, Canada M5J 2M2

- Individual(s) Association General Partnership Limited Partnership Corporation- Canada Other

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

3. Nature of conveyance:

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

Execution Date: November 1, 1999

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

Name: Electrohome Limited Street Address: 809 Wellington Street, North City: Kitchener Ontario, Canada N2G 4J6

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation- Canada Other

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

(Designations must be a separate document from assignment) Additional name(s) and address(es) attached? Yes No

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

A. Trademark Application No.(s) 75,366,503; 75/322,387; 75/120,405

B. Trademark No.(s) 2,119,089; 1,963,858; 1,861,650; 1,685,105; 1,655,264; 1,344,083; 1,165,436; 1,093,632; 1,117,140; 1,019,882; 900,652; 815,737; 721,974

Additional Numbers attached? Yes No

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

Name: Michael F. Scalise Hodgson, Russ, Andrews, Woods & Goodyear, LLP Internal Address: Intellectual Property Law Section Street Address: One M&T Plaza, Suite 2000 City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: /16/

7. Total fee (37 CFR 3.41)..... \$415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 08-2442

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

11/12/1999 DNGUYEN 00000203 75366503

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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.

Michael F. Scalise, Reg. No. 34,920 Signature Date November 5, 1999

Name of Person Signing Signature Date Total number of pages including cover sheet, attachments and document:

4

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

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of Nov 1, 1999 by General Electric Capital Canada Inc. ("GE Canada").

WHEREAS, GE Canada and Electrohome Limited ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 20, 1998;

WHEREAS, the Trademark Security Agreement granted GE Canada a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to GE Canada (the "Obligations");

WHEREAS, GE Canada recorded the Trademark Security Agreement on March 30, 1998 at Reel 1705, Frame 0952 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that GE Canada release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GE Canada hereby agrees as follows:

GE Canada hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or GE Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

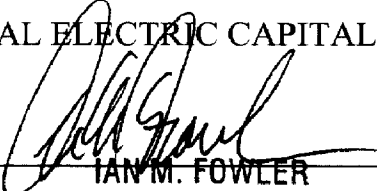
(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

GE Canada further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GE Canada has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CANADA INC.

By: 
Name: IAN M. FOWLER
Title: SENIOR VICE PRESIDENT

SCHEDULE A
TO
RELEASE OF TRADEMARKS

Active Trade-marks in the name of
Electrohome Limited in the United States

Registered Trade-marks

Trade-mark	Application No.	Registration No.	Registration Date
ELECTROHOME	75/120,404	2,119,089	December 9, 1997
SHOWSTAR	74/581,473	1,963,858	March 26, 1996
MARQUEE	74/347,552	1,861,650	November 8, 1994
ACON DESIGN	74/075,917	1,685,105	May 5, 1992
JAZZ	73/777,928	1,655,264	September 3, 1991
ECP	73/507,906	1,344,083	June 25, 1985
FROST GUARD	73/255,275	1,165,436	August 18, 1981
E DESIGN	73/092,550	1,093,632	June 20, 1978
ELECTROHOME	73/091,470	1,117,140	May 1, 1979
LIGHTNING CIRCUITS	73/023,835	1,019,882	September 9, 1975
E DESIGN	72/290,266	900,652	October 13, 1970
ELECTROHOME	72/114,101	815,737	September 27, 1966
DEILCRAFT	72/113,097	721,974	September 26, 1961

Trade-mark Applications

Trade-mark	Application No.	Filing Date
E DESIGN	75/366,503	October 1, 1997
VISIONARY THINKING	75/322,387	July 10, 1997
ELECTROHOME PROJECTION SYSTEMS MARQUEE 8710 DESIGN	75/120,405	June 17, 1996

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