

12-03-1999



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MUM 11/24/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other **Partial Termination and Release of Trademark Collateral Security and Pledge Agreement**
- Effective Date
Month Day Year
100899

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
100899

Name **Bankboston, N.A.**

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name **The Rival Company**

DBA/AKA/TA

Composed of

Address (line 1) **800 E. 101st Terrace**

Address (line 2)

Address (line 3) **Kansas City** **Missouri** **64131**

City

State/Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
 - Citizenship/State of Incorporation/Organization **Delaware**
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/02/1999 DNGUYEN 00000286 1536091

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
200.00 DP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1536091"/>	<input type="text" value="0422445"/>	<input type="text" value="1522398"/>
<input type="text" value="0958956"/>	<input type="text" value="0905745"/>	<input type="text" value="1338568"/>
<input type="text" value="0938694"/>	<input type="text" value="0954996"/>	<input type="text" value="1102939"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Cathy L. Roche

Name of Person Signing

Cathy L. Roche
Signature

11/17/99
Date Signed

PARTIAL TERMINATION AND RELEASE
OF
TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT

THE RIVAL COMPANY

PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of October 8, 1999, between **THE RIVAL COMPANY**, a Delaware corporation having its principal place of business at 800 E. 101st Terrace, Kansas City, Missouri 64131 (the "Assignor") and **BANKBOSTON, N.A.**, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent") under the Trademark Agreement (as defined herein).

WHEREAS, the Assignor and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of February 5, 1999 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 001902, Frame 0532 for the purpose of securing payment and performance of the Assignor's and certain other party's obligations under the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of February 5, 1999 (as amended and in effect from time to time, the "Credit Agreement") among Holmes Products Corp. ("Holmes"), the Assignor, the other Borrowers (as defined in the Credit Agreement), the Agent, the Banks (as defined in the Credit Agreement) and the other parties thereto;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement (as defined in the Credit Agreement) and the Trademark Agreement, the Assignor granted to the Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreement and collectively known hereinafter as the "Trademarks"), and pledged, mortgaged, and hypothecated (but did not transfer title to) the Trademarks to the Agent; and

WHEREAS, the Assignor, in connection with the sale of its Simer Pump Division, wishes to transfer all of its right, title and interest in and to certain of the Trademarks which are identified on Exhibit A attached hereto (the "Subject Trademarks") to Sta-Rite Industries, Inc. (the "Buyer") pursuant to the Asset Purchase Agreement, dated as of October 1, 1999, between the Assignor, the Buyer and Holmes; and

WHEREAS, the Agent has agreed to terminate and release its security interest and its right, title and interest in the Subject Trademarks identified on Exhibit A attached hereto as herein provided;

EXHIBIT A

SUBJECT TRADEMARKS

Each of the following trademarks and tradenames relating to the distribution of pumps used exclusively in such business:

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations –</u> United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
ACE IN THE HOLE	1536091	04/25/89
GEYSER	0958956	05/15/73
MINI-VAC	0938694	07/25/72
PADDLE	0422445	07/23/46
PUD-L-SCOOP	0905745	01/12/71
SIMER	0954996	03/13/73
SIMER CAREFREE	1522398	01/31/89
SUMPLESS	1338568	05/28/85
SUMPLESS	1102939	09/19/78