FORM PTO-16 Expires 06/30/99 OMB 0651-0027

12-03-1999



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U.S. Department of Commerce Patent and Trademark Office : TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Submission 7	Гуре	Conveyance Type
New		Assignment License
Resubmission Document I		Security Agreement Nunc Pro Tunc Assignment
Correction o	Frame #	Merger Merger Effective Date Month Day Year 100899 Change of Name
Corrective D	Frame #	Other Partial Termination and Release of Trademark Collater Security and Pledge Agreement
Conveying Page 1	arty	Mark if additional names of conveying parties attached Execution Date
Name Ba	nkboston, N.A.	Month Day Yea 100899
Formerly		
Individual	General Partnership	☐ Limited Partnership ☐ Corporation ☒ Associa
Other		
	State of Incorporation/Organiz	zation
		zation Mark if additional names of receiving parties attached
Citizenship/		
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Citizenship/ Receiving Pa Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	The Rival Company 800 E. 101st Terrace Kansas City City General Partnership	Missouri State/Country Limited Partnership Mark if additional names of receiving parties attached 64131 Zip Code assignment to be recorded is an assignment and the receiving party
Citizenship/ Receiving Pa Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	The Rival Company 800 E. 101st Terrace Kansas City City General Partnership	Missouri State/Country Limited Partnership Limited Partnership If document to be receiving party not domiciled in the United States, appointment of a domestic
Citizenship/ Receiving Pa Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	The Rival Company 800 E. 101st Terrace Kansas City City General Partnership	Missouri State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party not domiciled in the United States, appointment of a domestic representative should be attached. (Designation must be a separate
Citizenship/ Receiving Pa Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) Individual Corporation Other	The Rival Company 800 E. 101st Terrace Kansas City City General Partnership	Missouri State/Country Limited Partnership Limited Partnership If document to be recorded is an assignment and the receiving party not domiciled in the United States, appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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FORM I ³ TO-16 Expires 06/30/99 OMB 0651-0027	18B		Pa	ge 2	Patent a	eartment of Commerce and Trademark Office RADEMARK
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)						
Corresponde	ent Name and	Address	Area Code	and Telephone Number	414-297-5773	
Name	Cathy L. Roche					
Address (line 1)	Foley & Lardner					
Address (line 2)	777 E. Wisconsin	Avenue				
Address (line 3)	Milwaukee, WI					
Address (line 4)	53202					
Pages	Enter the tota including any		ges of the a	ttached conveyance doo	cument # 5	
Trademark A	pplication Nu	umber(s) or	Registra	tion Number(s)	Mark if addition	al numbers attached
			ne Registration	Number (DO NOT ENTER B		
Irade	emark Application	on Number(s)		1536091	otration Number	(S)
				1330031	0422443	1322396
				0958956	0905745	1338568
				0938694	0954996	1102939
Number of P	roperties	Enter the tota	l number of	properties involved.	# 9	
Fee Amount		Fee Amount f	or Properties	s Listed (37 CFR 3.41):	\$ 240.00	
Method of	•	Enclose	ed 🔀	Deposit Account		
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)						
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		Αι	uthorization t	o 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

Githy & Briche

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 Cotober 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 <u>Exhibit A</u> attached hereto as herein provided;

BUSDOCS:788259 1

NOW, THEREFORE, for valuable consideration, and subject to the last sentence hereof:

The Agent hereby terminates and releases its security interest in and first priority lien on the Subject Trademarks identified on <u>Exhibit A</u> attached hereto, and the Agent hereby assigns and transfers to the Assignor, without recourse, all of the Agent's right, title and interest in and to the Subject Trademarks identified on <u>Exhibit A</u> attached hereto, effective as of the date set forth above.

BANKBOSTON, N.A., as Agent

y: Med & the-

Richard D. Hill, Jr., Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8th day of October, 1999, personally appeared Richard D. Hill, Jr. to me known personally, and who, being by me duly sworn, deposes and says that he is a Managing Director of **BANKBOSTON**, **N.A.**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Notary Public

My Commission Expires:

PAULA BARRETTO NOTARY PUBLIC

My Commission Expires Oct 20, 2000

BUSDOCS:788259.1

EXHIBIT A

SUBJECT TRADEMARKS

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

Trademark	Registrations –			
or	United States Patent and Trademark Office			
Service Mark	Registration No.	Registration Date		
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	(1954996	03/13/73		
SIMER CAREFREE	1522398	01/31/89		
SUMPLESS	1338568	05/28/85		
SUMPLESS	1102939	09/19/78		

BUSDOC5:788259.1

RECORDED: 11/24/1999