

6/8/00

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To the Honorable Commissioner of Patents :

101405047

original documents or copy thereof.

1. Name of conveying party(ies): Electrolux LLC f/k/a ELX Holdings, L.L.C.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

2. Name and address of receiving party(ies)

Name: First Source Financial LLP, Internal Address, Street Address: 2850 West Golf Road, 5th Floor, City: Rolling Meadows State: IL Zip: 60008

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

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 1, 2000

4. Application number(s) or trademark

A. Trademark Application No.(s) -See the attached-

B. Trademark Registration -See the attached-

Additional numbers attached? Yes

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

Name:

RETURN TO: Federal Research Corporation, 400 Seventh St., N.W., Suite 101, Washington, DC 20004

City: State: ZIP

07/13/2000 DNGUYEN 00000068 1871832

6. Total number of applications and registrations

21

7. Total fee (37 CFR 3.41) \$ 540.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

DO NOT USE THIS SPACE

01 FC:481 40.00 OP, 02 FC:482 500.00 OP

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.

Judith Jimenez, Name of Person

Signature

6/02/2000, Date

Total number of pages including cover sheet, attachments, and document: 2

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

## ATTACHMENT I

**Item A. Trademarks**

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
United States	Advantage Series	1871832	01/03/95
United States	Aqualux	1106593	11/21/78
United States	Arrow Design	1136035	05/27/80
United States	Better by Design	1616676	10/09/90
United States	Clean Sweep	1104149	10/17/78
United States	EPIC	1811472	12/14/93
United States	EPIC	1907149	07/25/95
United States	Epic and Design	1923383	10/03/95
United States	Floor Pro	1607281	07/24/90
United States	Gleaner	0359745	08/30/38
United States	IOTA	2052680	04/15/97
United States	Side Kick	1503686	09/13/88
United States	Side Kick II	1881278	02/28/95
United States	Smooth-Flex	1205447	08/17/82
United States	Smooth-Flex	1299503	10/09/84
United States	Turbo	1009088	04/22/75
United States	Val-U-Vac	1384228	02/25/86
United States	GUARDIAN	2,301,839	12/21/99

FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Benelux	CONCORDIA	380,741	04/29/82
Canada	DIPLOMAT	TMA401611	08/21/92
Canada	DISCOVERY II	TMA324818	03/13/87
Canada	E-2000	TMA275975	01/21/83
Canada	EC & MAPLE LEAF Design	TMA181794	03/10/72
Canada	ECV	TMA321803	12/19/86
Canada	EPIC SERIES	TMA447256	09/08/85
Canada	FLOOR PRO	TMA365100	02/02/90
Canada	GARMENTAIRE	101371	09/09/55
Canada	GENESIS	TMA387351	08/02/91
Canada	IOTA	TMA444109	06/16/95
Canada	SIDEKICK	TMA379443	02/08/91
Canada	SYSTEM 90	TMA352480	03/03/89
France	CONCORDIA	1202749	04/27/82
France	EPP	911846	
Germany	CONCORDIA	1044057	05/05/82
Great Britain	GLOBALTEK	2028985	08/01/95
Guatemala	GLOBALTEK	093255	12/15/98
Indonesia	GLOBALTEK	429983	07/08/99
Ireland	CONCORDIA	112687	11/11/81
Ireland	CONCORDIA	112688	11/11/81
Japan	CONCORDIA	1970082	07/23/87
Japan	CONCORDIA	2164990	08/31/89
Japan	MAYFLOWER	4047084	08/22/97

Agreement (Trademark)

**TRADEMARK**  
**REEL: 002100 FRAME: 0148**

Saudi Arabia	ELECTROLUX	50/95	10/30/74
Slovak Republic	GLOBALTEK	181643	08/14/98
South Korea	GLOBALTEK	445714	4/6/99
Taiwan	GLOBALTEK in Chinese	861031	08/01/99

APPLICATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
United States	GERM GRABBER	75/578,953	10/28/98
United States	HEALTHY LIVING	75/607,298	12/17/98
United States	LIVING HEALTHY	75/607,296	12/17/98
Japan	GLOBALTEK	1999-100540	11/05/99
Japan	MAYFLOWER MICRON	99-54341	06/21/99
Japan	MAYFLOWER Pictorial Logo	8-78237	07/12/96

**AGREEMENT  
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of June 1, 2000 (this "**Agreement**"), between **ELECTROLUX LLC**, a Delaware limited liability company, formerly known as ELX Holdings, L.L.C. ("**Borrower**"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership ("**FSFP**"), as Agent (as defined in the Secured Credit Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to an Amended and Restated Secured Credit Agreement dated as of June 1, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Secured Credit Agreement**"), between Borrower and FSFP, for itself, as a Lender, and as Agent for all Lenders (as such terms are defined in the Secured Credit Agreement), Lenders have extended Commitments to make Loans and other extensions of credit to Borrower;

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Secured Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Agent for the benefit of Agent and Lenders a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Agent shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELECTROLUX LLC

By: E-LUX HOLDINGS, L.L.C., managing member

By: E-LUXCO, INC., managing member

By: 

Name: Joseph P. Urso

Title: President

5956 Sherry Lane, Suite 1500

Dallas, Texas 75225

Attention: Joseph P. Urso

Telecopy: (214) 378-4053

Telephone: (214) 361-4300

FIRST SOURCE FINANCIAL LLP, in its capacity as  
Agent for Lenders

By: First Source Financial, Inc., its Agent/Manager

By: 

Name: Robert M. Coseo

Title: Senior Vice President

2850 West Golf Road

5th Floor

Rolling Meadows, Illinois 60008

Attention: Contract Administration

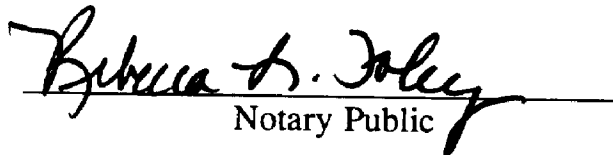
Telecopy: (847) 734-7910

Telephone: (847) 734-2000

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS.

I, Rebecca L. Foley, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Joseph P. Urso personally known to me to be the President of E-LUXCO, INC., a Delaware corporation, member of E-Lux Holdings, L.L.C., a Delaware limited liability company, member of Electrolux LLC, a Delaware limited liability company, formerly known as ELX Holdings, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of June, 2000.

  
Notary Public

My Commission Expires:

9/28/02

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK        )        SS.

I, Rebecca L. Foley, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Robert M. Coseo personally known to me to be Senior Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of June, 2000.

Rebecca L. Foley  
Notary Public

My Commission Expires:

9/28/02

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RECORDED: 06/08/2000

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REEL: 002100 FRAME: 0160