

RECORDATION FORM COVER SH
TRADEMARKS ONLY

07-17-2000



ATTY DOCKET NO. 657160173011

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

1. Name of conveying party(ies):

First Source Financial LLP

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

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

3. Nature of conveyance:

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

Execution Date: June 1, 2000

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

Name: Husqvarna AB

Internal Address: c/o White Consolidated Industries, Inc.

Street Address: 18013 Cleveland Parkway

City: Cleveland State: OH ZIP: 44135-0920

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation - State _____
☒ Other Sweden Company

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) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

75/194863

B. Trademark Registration No.(s)

195691 248774 284377 562427

Additional numbers attached? ☒ Yes ☐ No

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

Name: Scott W. Burt, Esq.

Internal Address: Jones Day Reavis & Pogue

Street Address: 2727 North Harwood Street

City: Dallas State: TX ZIP: 75201

6. Total Number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account
☒ Any deficiencies or overpayments are authorized to be charged or credited to the deposit account

8. Deposit account number:

50-0566

(Attach 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 copy of the original document.

Michelle McMullen

Name of Person Signing

Michelle McMullen

Signature

June 20, 2000

Date

Total number of pages including cover sheet, attachments and document: 6

CERTIFICATE UNDER 37 CFR 1.10 BY "EXPRESS MAIL"

I hereby certify that this cover sheet, attachments, document, and fee are being deposited with United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated below and are addressed to the Commissioner of Patents and Trademarks, Box Assignment, Washington, D. C. 20231

Express Mail Label No. EL415079025US

Date of Deposit: June 20, 2000

Michelle McMullen

Signature

Michelle McMullen

(type or print name of person certifying)

TRADEMARK
REEL: 002101 FRAME: 0883

07/14/2000 11:11:11
01 FC:401
02 FC:402

4. Additional Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

908002	921377	933368	992918
995587	1617477	266455	545686
686520	690868	738077	1372058
1816681	1894567	1509008	

Additional numbers attached? ☐ Yes ☒ No

DL: 1114638.1

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of June 1st, 2000, is made by and between FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability company, in its capacity as agent ("Agent") under the Trademark Security Agreement described below and in its individual capacity as lender under the Note described below ("Lender"), and HUSQVARNA AB, a company organized and existing under the laws of Sweden ("Assignee").

RECITALS

(A) Pursuant to an Assignment and Assumption Agreement of even date herewith, Lender has assigned to Assignee the Amended and Restated SRT Loan Note, dated June 1, 2000, executed by Electrolux LLC, a Delaware limited liability company ("Borrower"), and payable to the order of Lender (the "Note").

(B) Payment of the Note is secured solely by the Amended and Restated Agreement (Trademark) dated as of June , 2000, executed by and between Borrower and Agent (the "Trademark Security Agreement"), which covers certain trademark collateral, including without limitation the trademark registrations and applications referred to in Annex A-1 hereto.

(C) Agent and Lender desire to transfer to Assignee all of Agent's and Lender's respective right, title and interest in and to, and rights, remedies and benefits under, the Trademark Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

(1) Each of Agent and Lender hereby transfers, sells and assigns to Assignee all of Agent's and Lender's respective right, title and interest in and to, and rights, remedies and benefits under, the Trademark Security Agreement and all of the privileges, liens, security interests and assignments owned, held, accruing to, and to accrue to and for the benefit of Agent and Lender under the Trademark Security Agreement.

(2) Each of Agent and Lender represents and warrants that it has not previously assigned or granted any interest in the Trademark Security Agreement and the security interests and liens evidenced thereby to any other person or entity.

(3) Each of Agent and Lender agrees to execute any documents, including UCC-3 assignments, and to do any acts, in either case as requested by, and at the expense of, Assignee, to evidence the foregoing assignment of the liens and security interests of Agent and Lender under the Trademark Security Agreement.

(4) All references to "Agent" and "Secured Party" in the Trademark Security Agreement shall be deemed to mean Assignee.

(5) The address for notice specified in Section 6.7(b)(ii) of the Trademark Security Agreement is hereby amended to be:

Husqvarna AB
c/o White Consolidated Industries, Inc.
18013 Cleveland Parkway
Cleveland, Ohio 44135-0920
Attn: General Counsel and Secretary
Telephone: (216) 898-2350
Telecopy: (216) 898-2340

(6) This Assignment of Trademark Security Agreement shall be governed by, and construed in accordance with, the internal laws (as opposed to conflict of laws provisions) of the State of Illinois.

(7) This Assignment of Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Security Agreement to be executed as of the date first above written.

AGENT:

FIRST SOURCE FINANCIAL LLP

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

By: [Signature]
Name: Robert M. Cosco
Title: SVP

LENDER:

FIRST SOURCE FINANCIAL LLP

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

By: [Signature]
Name: Robert M. Cosco
Title: SVP

ASSIGNEE

HUSQVARNA AB

By: [Signature]
Name: Ronald E. Zajackowski
Title: Attorney-in-Fact

ACKNOWLEDGED AND AGREED TO:

ELECTROLUX LLC

By: E-Lux Holdings, L.L.C., its Managing Member

By: E-Luxco, Inc., its Managing Member

By: [Signature]
Name: Joseph P. Urso
Title: President

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/ Renewal Date</u>
United States	Electrolux	195691	renewed 03/03/85
United States	Electrolux	248774	renewed 10/30/88
United States	Electrolux	284377	renewed 06/23/91
United States	Electrolux	562427	renewed 07/29/92
United States	Electrolux	908002	renewed 02/16/91
United States	Electrolux	921377	renewed 10/05/91
United States	Electrolux	933368	renewed 05/02/92
United States	Electrolux	992918	renewed 09/10/94
United States	Electrolux	995587	renewed 10/15/94
United States	Electrolux	1617477	registered 10/16/90
United States	Electrolux (Stylized)	266455	renewed 01/21/90
United States	Electrolux (Stylized)	545686	renewed 07/24/91
United States	Electrolux (Stylized)	686520	renewed 10/13/79
United States	Electrolux (Stylized)	690868	renewed 01/05/80
United States	Electrolux (Stylized)	738077	renewed 09/25/82
United States	Electrolux and Design	1372058	registered 11/26/85
United States	Little Lux	1816681	registered 01/18/94
United States	Little Lux II	1894567	registered 05/16/95
United States	Prolux	1509008	registered 10/18/88

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Date</u>
United States	ELUX	75/194863	filed 11/07/96
Philippines	Electrolux	55042	filed 11/09/84

Trade Names

Electrolux LLC