

07-16-2001



101777558

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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
- Security Agreement
- Merger
- Change of Name
- Other Security Agreement Supplement
- License
- Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

- Name Rexair, Inc. June 29, 2001
- Formerly
- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
 - Citizenship/State of Incorporation/Organization Delaware

RECEIVING PARTY

Mark if additional names of receiving parties attached

- Name Bank of America, N.A.
- DBA/AKATA
- Composed of
- Address (line 1) 335 Madison Avenue
- Address (line 2) Fifth Floor
- Address (line 3) New York New York 10017
City State/Country Zip Code
- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other National Association
 - Citizenship/State of Incorporation/Organization
- 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.)

07/13/2001 11:51:01 AM 00000096 610593

01 FC:481

40.00 DP

FOR OFFICE USE ONLY

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

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

212-848-5200

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" value="610,593"/> | <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"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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:

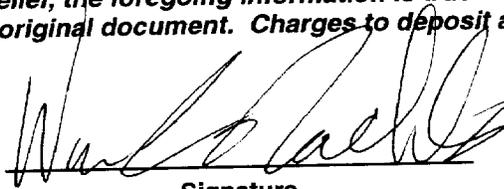
Yes No

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.

Warren L. Nachlis

Name of Person Signing



Signature

July 3, 2001

Date

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement Supplement*"), dated June 29, 2001, is made by Rexair, Inc., a Delaware corporation (the "*Grantor*") in favor of Bank of America, N.A., as collateral agent (the "*Collateral Agent*") for the ratable benefit of the Secured Parties. All capitalized terms used herein but not otherwise defined herein shall have their respective meanings as set forth in the Security Agreement (as defined below).

WHEREAS, the Grantor has entered into a Security Agreement dated as of March 24, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), with the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor, including, without limitation, the Additional IP Collateral (as defined below), to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Additional IP Collateral*"):

(i) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto (the "*Trademarks*");

(iii) all copyrights (whether registered or not), including, without limitation, all United States and foreign copyright registrations and applications, owned by the Grantor (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional IP Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement and all documents related or ancillary thereto, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

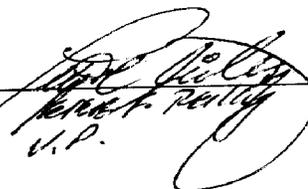
SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

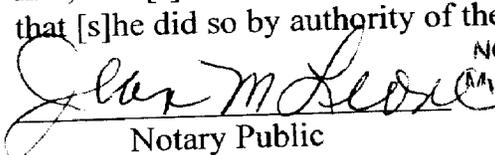
REXAIR, INC.

By 
Name: Peter F. Reilly
Title: V.P.

Address for Notices:
3221 Big Beaver, Suite 200
Troy, Michigan 48084

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29 day of June, 2001, before me personally came Peter F. Reilly, who being by me duly sworn, did state as follows that [s]he is V.P. of Rexair, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said Corporation and that [s]he did so by authority of the Board of Directors of said Corporation.


NOTARY PUBLIC OF NEW JERSEY
Commission Expires Oct. 18, 2004
Notary Public

SCHEDULE A

PATENTS

| <u>Number</u> | <u>Title</u> | <u>Issue / Filing Date</u> |
|----------------------|---|----------------------------|
| D426,355 (Design) | Vacuum cleaner | Filed February 4, 1998 |
| D423,154 (Design) | Design of a Vacuum cleaner | Filed February 4, 1998 |
| D422,764 (Design) | Vacuum cleaner accessory holder | Filed February 8, 2000 |
| 5,914,175 | Brush holder for electric motor | Filed February 4, 1998 |
| 4,991,972 | Height adjustment mechanism for a cleaning tool | Filed November 30, 1999 |
| 29/087,300 (Design) | Vacuum cleaner nozzle | Filed April 30, 1998 |
| 09/298,137 (Utility) | Filter for a vacuum cleaner | Filed April 23, 1999 |
| 09/302,212 | Vacuum cleaner | Filed April 29, 1999 |
| 09/360,604 | Accessory holder for a vacuum cleaner | Filed July 26, 1999 |
| 09/490,708 | Filter cartridge | Filed January 25, 2000 |
| 4,053,962 | Suction-cleaning dust retriever | Filed December 16, 1975 |
| 6,174,350 | C/Vacuum cleaner, household use | Filed April 29, 1999 |
| 6,162,287 | C/Filter for vacuum cleaner | Filed April 23, 1999 |
| 6,098,241 | M/Accessory holder for vacuum cleaner | Filed July 26, 1999 |
| D 424,259 | D/Vacuum cleaner nozzle | Filed April 30, 1998 |
| 3,225,379 | M/Rug Tool | |