

09-26-2001



HBET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101855327

LY

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

1. Name of conveying party(ies):  
Amana Appliance Company, L.P.

09/19/01

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State  Other -

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other -

Execution Date: July 31, 2001

2. Name and Address of receiving party(ies):  
 Name: Maytag Corporation  
 Internal Address:  
 Street Address: 403 West Fourth Street North  
 City: Newton State: Iowa Zip: 50208 Country: USA

Individual(s) Citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State Delaware  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)  
 PLEASE SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
 PLEASE SEE ATTACHED SCHEDULE B

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Elisabeth A. Evert  
 Internal Address: Sidley Austin Brown & Wood  
 Street Address: 717 North Harwood St., Suite 3400  
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41).....\$1,115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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 a true copy of the original document.*

Walwert

Elisabeth A. Evert \_\_\_\_\_ 9/19/01  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet 11

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignment  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09/25/2001 101821 00000194 181260 75647755  
 01 FD4481 40.00 CH  
 02 FD4482 1075.00 CH

TRADEMARK REEL: 002373 FRAME: 0667

**Schedule A - Amana Appliance Company, L.P.  
Trademarks**

<b>Trademark Applications - United States</b>		
<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
BUILT BETTER THAN IT HAS TO BE	75/647,755	02/05/1999
SOF SOUND	76/125,383	09/08/2000
SPECIAL EDITION	76/245,786	04/24/2001
SPECIAL EDITION	76/245,929	04/24/2001
STEAMER EXPRESS	76/230,517	03/23/2001
WORLD CLASS SERVICE and world design	76/143,964	10/09/2000
WORLD CLASS SERVICE and world design	76/143,965	10/09/2000
ZAPSTER	76/230,511	03/23/2001

**Schedule B - Amana Appliance Company, L.P.  
Trademarks**

<b>Registered Trademarks - United States</b>		
<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
AIR COMMAND	2,260,302	07/13/1999
AIR COMMAND	974,356	12/04/1973
BUILT BETTER THAN IT HAS TO BE	2,398,649	10/24/2000
CALORIC	757,341	09/24/1963
CALORIC	788,510	04/20/1965
CALORIC	827,817	04/25/1967
CALORIC	992,527	09/03/1974
CLEAN 'N CLEAR	2,339,389	04/04/2000
COOK-'N-CLEAN CENTER	870,266	05/27/1969
COOKMATIC	1,490,062	05/31/1988
DEEFPREEZE	390,264	09/16/1941
DEFROST II	1,159,044	06/30/1981
GLENWOOD	47,409	10/31/1905
HI EFFICIENCY and design	1,093,700	06/20/1978
INFRA-RAY	719,431	08/01/1961
MENUMASTER	1,894,035	05/16/1995
MODERN MAID	228,896	06/14/1927
MODERN MAID	665,968	08/19/1958
MODERN MAID	731,556	05/15/1962
PERMA CLEAN	874,700	08/12/1969
PERMACOIL	788,686	04/27/1965
RADAR LINE	1,001,496	01/14/1975
RADARANGE	500,190	05/11/1948
RADARANGE	1,078,327	11/29/1977
RADARANGE PLUS	1,160,838	07/14/1981
ROTAWAVE	1,154,799	05/19/1981

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<b>Registered Trademarks - United States</b>		
<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
SPECIAL EDITION	2,420,282	01/09/2001
SPRINT SERVICE and (bird head) design	1,156,657	06/02/1981
STOR-MOR	723,308	10/31/1961
SUNRAY	171,478	08/07/1923
TEMP ASSURE	2,368,727	07/18/2000
TOUCHMATIC	1,241,071	06/07/1983
ULTRA-CLEAN	862,411	12/24/1968
ULTRA-RAY	734,910	07/24/1962
VARI-POWER	1,071,820	08/23/1977
WAVELINK	2,376,151	08/08/2000

## ASSIGNMENT OF TRADEMARKS

This Trademark Assignment ("Assignment") is made as of July 31, 2001, by and between Amana Appliance Company, L.P., a Texas limited partnership ("Assignor"), and Maytag Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of June 4, 2001, as amended ("Purchase Agreement"), pursuant to which Assignee agreed to purchase certain assets of Assignor, and Assignor agreed to transfer, assign, and contribute such assets to Assignee, including, without limitation, all of Assignor's right, title, and interest in the marks and trademark applications listed on Schedule A ("Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Marks (and the business connected with any Marks that are intended to be used);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, and transfers to Assignee all of Assignor's right, title, and interest in and to the Marks, including without limitation: (a) the good will associated with the Marks and with the business connected with the Marks, (b) the registrations and applications for registration of the Marks, and (c) the right to sue and collect damages for past, present, and future infringement of the Marks. Assignor agrees that Assignee may record this Assignment with the United States Patent and Trademark Office and foreign trademark authorities, as Assignee deems appropriate.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

AMANA APPLIANCE COMPANY, L.P.  
By: AMANA HOLDING COMPANY,  
ITS SOLE GENERAL PARTNER

By: Ben D. Campbell  
Ben D. Campbell  
Executive Vice President

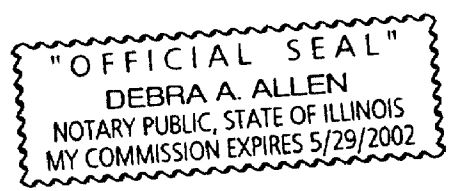
MAYTAG CORPORATION

By: Roger K. Scholten  
Roger K. Scholten  
Senior Vice President, General  
Counsel and Secretary  
Asst.

State of Illinois )

County of Cook )

On this 31<sup>st</sup> day of July, 2001, before me appeared Ben D. Campbell the person who signed this instrument on behalf of Amana Appliance Company, L.P., who acknowledged that he/she signed it on behalf of the identified corporation as Executive V.P. of the identified corporation and pursuant to authority duly received.

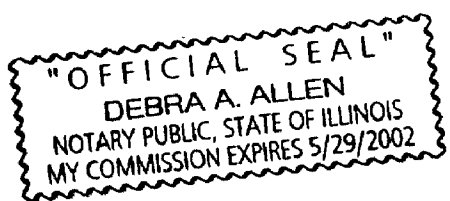


Debra A. Allen  
Notary Public

State of Illinois )

County of Cook )

On this 31<sup>st</sup> day of July, 2001, before me appeared Roger K. Schaffer the person who signed this instrument on behalf of Maytag Corporation, who acknowledged that he/she signed it on behalf of the identified corporation as Senior V.P. of the identified corporation and pursuant to authority duly received.



Debra A. Allen  
Notary Public

**SCHEDULE A**



Schedule A - Amana Appliance Company, L.P.  
Trademarks

Schedule A-1 Registered Trademarks - United States		
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SPECIAL EDITION	76/245,929	04/24/2001
STEAMER EXPRESS	76/230,517	03/23/2001
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WORLD CLASS SERVICE and world design	76/143,965	10/09/2000
ZAPSTER	76/230,511	03/23/2001

TRADEMARK

RECORDED: 09/19/2001

REEL: 002373 FRAME: 0677