

02-22-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Euro-Pro Corporation

2-5-02

- Individual(s), 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: 1/17/02

2. Name and address of receiving party(ies)

Name: Bank of Montreal Internal Address: Attn: Mario Tranquille

Street Address: 1205 Ste-Catherine Street West

City: Montreal, Quebec State: Zip: H3B 1K7

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

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) see attached Exhibit A

B. Trademark Registration No.(s) see attached Exhibit A

Additional number(s) attached Yes No

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

Name: Sharon Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

45

7. Total fee (37 CFR 3.41) \$ 1,140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson Name of Person Signing

Sharon A. Patterson Signature

2/5/02 Date

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

18

02/22/2002 6TOM11 00000028 1658013

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

01 FC:481 02 FC:482 40.00 OP 1100.00 OP

TRADEMARK REEL: 002447 FRAME: 0800

EXHIBIT A
TRADEMARKS

Trademark	Registration No.
DRESSMAKER	1,658,013
THE SHARK	2,412,582
BLIZZARD	2,266,686
CROSSWIND	2,369,178
DESTINY	1,752,266
DRYTECH	1,546,988
FANTOM	1,687,058
FANTOM	2,238,107
FANTOM & DESIGN	2,197,702
FANTOM TECHNOLOGIES	1,958,218
FURY	2,054,030
INFINITY	1,892,569
IONA	1,558,792
LIGHTNING	2,082,903
SHOCKWAVE	2,389,152
SPEEDVAC	1,016,286
STAIRHUGGER	2,197,225
STEPHUGGER	2,199,393
STRIKE	2,197,500
THE LIGHTWEIGHT HEAVYWEIGHT	2,058,584
THUNDER	2,090,404
THUNDER XT	2,322,894

Trademark	Registration No.
TWISTER	2,135,205

TRADEMARK APPLICATIONS

MARK	APPLICATION NO.
BLAST IT CLEAN WITH THE POWER OF STEAM	76-337,490
PORTABLE WONDER	75-903,430
SAFE-T-BLENDER	75-413,957
STEAM BLASTER	76-295,056
STEAM BUSTER	76-284,638
THE SHARK	76-284,736
ULTRA SHARK	76-232,518
A FANTOM & DESIGN	76-215,429
A (DESIGN)	76-215,435
FALCON	76-114,325
FANTOM	75-428,097
FANTOM	75-691,464
FANTOM & DESIGN	76-215,433
FIREBIRD	78-047,327
HAWK	76-215,428
HELIX	75-901,506
JAGUAR	78-047,515
QUICK BRAKE	75-803,063
SQUEEZE'N'GO	75-748,495

STEALTH	76-141,805
THE DIFFERENCE IS CLEAN AND CLEAR	75-428,098
WILDCAT	78-047,320

TRADEMARK SECURITY AGREEMENT

Montreal, Quebec

THIS TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**") is made and entered into as of the 17th day of January, 2002 between EURO-PRO CORPORATION, a Quebec corporation ("**Borrower**"), having a mailing address at 1501 McGill College Avenue, 26th Floor, Montreal, Quebec, Canada H3A 3N9, Attention: Aviva Rosenzweig, and BANK OF MONTREAL, a body corporate ("**Lender**"), having a mailing address at 1205 Ste-Catherine Street West, Montreal, Quebec, Canada H3B 1K7, Attention: Mario Tranquille.

BACKGROUND. Lender has agreed to provide in favour of Borrower a demand credit facility in the amount of four million five hundred thousand Canadian dollars (Cdn\$4,500,000) (the "**Loan**"), and as evidence of the Loan, Borrower has issued in favour of Lender a promissory note dated January 17, 2002 in the amount of four million five hundred thousand Canadian dollars (Cdn\$4,500,000), plus interest (the "**Note**").

NOW, THEREFORE, in consideration of the premises, Borrower hereby agrees with the Lender as follows:

1. To secure the complete and timely satisfaction of all present and future obligations, liabilities and indebtedness of Borrower towards Lender, including, without limitation, in virtue of the Loan and of the Note (the "**Obligations**"), Borrower hereby grants, assigns and conveys to the Lender a continuing security interest with respect to the entire right, title and interest in and to all present and future trademarks of Borrower, now owned or hereafter acquired by Borrower, including without limitation all trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "**Trademarks**"), and the good will of the business to which each of the Trademarks relates. Notwithstanding the foregoing provisions of this Section 1, the Lender acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark office until such time as a verified amendment to allege use or statement of use is filed for such application or the Lender arranges for an assignment of such Trademarks from the Lender to a purchaser that would satisfy the requirements of Section 9 of the Lanham Act, 15 U.S.C. Section 1060. Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Lender any and all further documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all actions, which Lender may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Lender's security interest in the Trademarks and to accomplish the purposes of this Trademark Security Agreement.
2. Borrower covenants and warrants that:

TRADEMARK

REEL: 002447 FRAME: 0804

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
 - (b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;
 - (c) No written claim has been made to Borrower that the use of any of the Trademarks violates or may violate the rights of any third person;
 - (d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons unless Borrower has entered into a commercially reasonable arrangement for co-existence of potentially conflicting marks;
 - (e) Borrower has marked with an asterisk each U.S. intent-to-use trademark application listed on Schedule A for which a verified amendment to allege use or statement of use has not been filed;
 - (f) Borrower has the unqualified right to enter into this Trademark Security Agreement and perform its terms;
 - (g) Borrower has not used, and will not use for the duration of this Trademark Security Agreement, improper statutory notice in connection with its use of the Trademarks; and
 - (h) Borrower has used, and will continue to use for the duration of this Trademark Security Agreement, commercially reasonable standards of quality in its manufacture of products sold under the Trademarks.
3. Borrower hereby grants to the Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Borrower shall do any and all acts reasonably required by Lender to ensure Borrower's compliance with Section 1(h).
4. Borrower agrees not to sell, assign its interest in or grant any sublicense in any of the Trademarks without the prior written consent of the Lender.
5. Borrower agrees that, until all of the Obligations shall have been satisfied in full and all credit facilities provided by Lender in favour of Borrower have been terminated, it will not enter into any agreement (for example, an exclusive license agreement) which is inconsistent with Borrower's obligations under this Trademark Security Agreement, without the Lender's prior written consent, which consent shall not be unreasonably withheld or delayed. Borrower may grant non-exclusive licenses of the Trademarks (subject to the security interest of Lender therein) in the ordinary course of business consistent with past practice. Borrower shall ensure that Lender, or any third party to

which Lender may transfer the Trademarks pursuant to the terms of this Trademark Security Agreement, may be substituted under such licenses as the licensor following and during the continuation of an Event of Default (as hereinafter defined).

6. If, before the Obligations shall have been satisfied in full and all credit facilities provided by Lender in favour of Borrower have been terminated, Borrower shall obtain rights to any new registered trademarks or applications for the registrations of any new trademark, the provisions of Section 1 shall automatically apply thereto and Borrower shall give the Lender prompt written notice thereof.
7. Borrower authorizes the Lender to modify this Trademark Security Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Section 1 and Section 2 hereof.
8. Borrower will be in default under this Trademark Security Agreement in each of the following cases (an "**Event of Default**"):
 - (a) if any of the Obligations is not paid when due; or
 - (b) if any of the representations or warranties made in this Trademark Security Agreement or in any other declaration or certificate by Borrower delivered to Lender is untrue or incorrect in a material respect; or
 - (c) if Borrower does not perform or observe any of its covenants or undertakings contained in this Trademark Security Agreement or any obligation of Borrower required by law; or
 - (d) if Borrower is in default under any other agreement, undertaking or evidence of indebtedness in favour of Lender, or under any other hypothec or security interest affecting the Trademarks; or
 - (e) if Borrower ceases to carry on its enterprise, or gives a notice of intention to make a proposal to or makes a proposal to its creditors or makes an assignment for the benefit of its creditors, or becomes insolvent or bankrupt or if any action is commenced or notice given with a view to rendering or declaring Borrower insolvent or bankrupt; or
 - (f) if any action is taken or notice given by or against Borrower with a view to the winding up, liquidation, reorganization or relief or protection from creditors of Borrower; or Borrower amalgamates with any other person; or
 - (g) if any creditor of Borrower commences any action or gives any notice with a view to exercising any rights or remedies on or with respect to the Trademarks, including by way of seizure, prior notice, notice of crystallization, taking possession or otherwise, or if a sequestrator is appointed; or
 - (h) if any guarantor of the Obligations, or any part thereof, dies (if an individual) or is dissolved or wound-up (if a corporation) or gives notice to Lender of the

termination of a guarantee, or if a default occurs under any other security interest or hypothec in favour of Lender securing all or any part of the Obligations.

9. In the event Lender elects to realize on the Trademarks following an Event of Default, the Lender grants to Borrower the exclusive, nontransferable right, and license to use the Trademarks on and in connection with products sold by Borrower, for Borrower's own benefit and account and for none other which license shall be terminable immediately upon written notice to Borrower, as set forth in Section 10. Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Borrower in this Section 9, without the prior written consent of Lender.
10. If any Event of Default shall have occurred and be continuing, Lender shall have the right to terminate Borrower's license under the Trademarks, as set forth in Section 9, upon giving notice to Borrower, and following such license termination, the Lender shall have, in addition to all other rights and remedies given it by this Trademark Security Agreement, those allowed by law and the rights and remedies of a secured party under the *Personal Property Security Act* (Ontario), the *Uniform Commercial Code* as enacted in any jurisdiction in which the Trademarks may be located or any other applicable personal property jurisdiction, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the City of Toronto, Province of Ontario, Canada, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations and payment of any other amounts required by law shall be paid over to Borrower. Notice of any sale or other disposition of the Trademarks shall be given to Borrower at least fifteen (15) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition, and during which time Borrower may cure such Event of Default, in which event Lender's rights to dispose of the Trademarks because of such Event of Default shall terminate. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. In addition to the foregoing, upon the occurrence of an Event of Default, (i) Lender shall be entitled to use the Trademarks on a worldwide or other basis, and without any liability for royalties or other related charges from Lender to the Borrower, (ii) Lender shall also have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10, and (iii) Borrower agrees that Lender, or a conservator

appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

11. At such time as Borrower shall completely satisfy all of the Obligations and all credit facilities provided by Lender in favour of Borrower have been terminated and upon Borrower's request, this Trademark Security Agreement shall terminate and the Lender shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.
12. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Borrower on demand by the Lender and if not so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate effective under the Note. The legal fees related to the execution and publication of or in respect of this Trademark Security Agreement, of the movable hypothec and of the other trademark security agreement shall be of fifteen thousand Canadian dollars (Cdn\$15,000), plus all disbursements and applicable taxes.
13. Borrower shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Trademark Security Agreement or thereafter, which Borrower reasonably determines are necessary or desirable for the conduct of business, until the Obligations shall have been paid in full and all credit facilities provided by Lender in favour of Borrower have been terminated, to file and prosecute opposition and cancellation proceedings and to do any and all acts which in Borrower's reasonable determination are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Borrower. Borrower shall not abandon any material Trademark without the consent of the Lender, which consent shall not be unreasonably withheld, but in all instances Borrower shall give the Lender not less than ten (10) days prior written notice of its intent to abandon any Trademark.
14. Borrower shall have the right, with the prior written consent of the Lender, which will not be unreasonably withheld or delayed, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Lender may, if necessary, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify the

Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by the Lender in the fulfillment of the provisions of this Section 14.

15. In the event of the occurrence and during the continuation of an Event of Default, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, subject to any license to Borrower which has not been terminated by the Lender, or reasonably necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Trademark Security Agreement.
16. If Borrower fails to comply with any of its obligations hereunder, Lender may do so in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.
17. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
18. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Note, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The security interest created or provided for by this Trademark and Security Agreement are intended to attach to the Trademarks existing when this Trademark and Security Agreement is signed by the Borrower and delivered to Lender (or in the case of Trademarks acquired subsequent thereto, immediately upon the Borrower acquiring any rights in such Trademarks). The Borrower acknowledges that it has received value and has (or in the case of after acquired the Trademarks, will have) rights in the Trademarks. The parties do not intend to postpone the attachment of any security interest created hereby.
19. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction. This Trademark Security Agreement is to be read, construed and applied together with the Note which, taken together, set forth the

complete understanding and agreement of the Lender and Borrower with respect to the matters referred to herein and therein.

20. This Trademark Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 7.
21. The benefits and burdens of this Trademark Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
22. THIS TRADEMARK SECURITY AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO, CANADA,.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS TRADEMARK SECURITY AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE CITY OF TORONTO, PROVINCE OF ONTARIO, CANADA, AND BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH OF THE BORROWER AND THE LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE BORROWER AND THE LENDER IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH COURTS IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (1) THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE TRADEMARKS OR OTHER SECURITY FOR THE OBLIGATIONS AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

23. BORROWER AND LENDER EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT, THE NOTE, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY LENDER-RELATED PERSON OR PARTICIPANT, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE BORROWER AND LENDER EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES

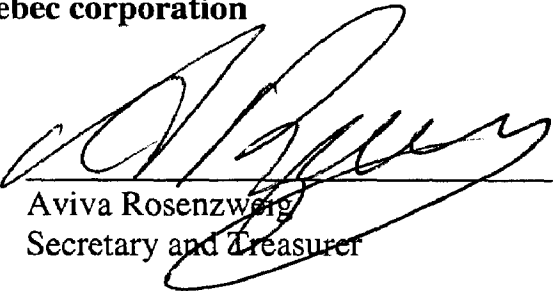
FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THE NOTE, THIS TRADEMARK SECURITY AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS TRADEMARK SECURITY AGREEMENT AND THE NOTE.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

EURO-PRO CORPORATION,
a Quebec corporation

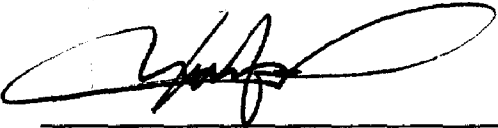
Per:


Aviva Rosenzweig
Secretary and Treasurer

LENDER:

BANK OF MONTREAL,
a body corporate

Per:


Mario Tranquille
Relationship Manager

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SCHEDULE "A"

TRADEMARKS

CANADIAN TRADEMARKS

Trademark	Application No.	Registration No.
SCORPION	1,115,195	N/A
THE SHARK	1,051,116	N/A
A DESIGN	1,092,369	N/A
BLIZZARD	869,577	N/A
BOBCAT	1,090,502	N/A
CLEAN LIKE A VACUUM, NOT A TOY	N/A	TMA320,587
COUGAR	1,090,504	N/A
CROSSWIND	N/A	TMA511,125
DESTINY	N/A	TMA397,735
DIAMOND-SHAPED CHECHERBOARD DESIGN	N/A	TMA350,697
DIAMOND-SHAPED FIGURE DESGN	N/A	TMA361,517
DIRT PIRATE	N/A	TMA396,094
DIRT RAIDER	N/A	TMA386,490
DRYTECH	N/A	TMA349,078
ELECTRIKBROOM	N/A	UCA 07231
ELECTRIKBRUSH	N/A	TMA391,441
FALCON	1,069,893	N/A
FANTOM	N/A	TMA397,546

Trademark	Application No.	Registration No.
FANTOM	858,680	N/A
FANTOM	865,791	N/A
FANTOM	894,631	N/A
FANTOM & A DESIGN	1,092,370	N/A
FANTOM & A DESIGN	1,092,371	N/A
FANTOM RECTANGULAR DESIGN	N/A	TMA488,623
FANTOM STEALTH	1,065,009	N/A
FANTOM TECHNOLOGIES	N/A	TMA440,511
FANTOM TURBINE	885,492	N/A
FEENIX	N/A	TMA488,665
FIREBIRD	1,092,180	N/A
FURY	N/A	TMA461,081
G FORCE	N/A	TMA362,820
HAWK	1,093,791	N/A
HELIX	1,043,765	N/A
INFINITY	N/A	TMA409,347
IONA	N/A	TMA161,518
IONA	N/A	TMA216,730
IONA	N/A	TMA335,186
IONA & DESIGN	N/A	TMA347,231
JAGUAR	1,092,372	N/A
KWIK SWEEP	N/A	TMA345,177
LE PIRATE	N/A	TMA315,533

Trademark	Application No.	Registration No.
LE PIRATE & DESIGN	N/A	TMA317,065
LIGHTNING	N/A	TMA461,089
MADE IN CANADA & DESIGN	N/A	TMA350,483
NOVADRY	N/A	TMA353,973
PENCILVAC	N/A	TMA406,295
QUICK BRAKE	1,028,256	N/A
RAPIDVAC	N/A	TMA310,485
SHOCKWAVE	N/A	TMA515,872
SPEEDVAC	N/A	TMA376,276
SQUEEZE'N'GO	N/A	TMA537,544
STAINVAC	N/A	TMA317,160
STAIRHUGGER	N/A	TMA505,862
STEALTH	1,065,004	N/A
STEPHUGGER	N/A	TMA520,925
STRIKE	N/A	TMA488,628
THE BROOM	N/A	TMA382,627
THE CARPET MAGICIAN	N/A	TMA331,571
THE DIFFERENCE IS CLEAN AND CLEAR	865,792	N/A
THE LIGHTWEIGHT HEAVYWEIGHT	N/A	TMA451,347
THE POWERBRUSH HANDVAC	N/A	TMA318,995
THUNDER	N/A	TMA461,890
THUNDER XT	N/A	TMA497,886
TUF VAC & DESIGN	N/A	TMA373,195

Trademark	Application No.	Registration No.
TUFBROOM	N/A	TMA353,841
TWIGGY	N/A	TMA331,854
TWISTER	N/A	TMA461,080
WILDCAT	1,090,503	N/A

U.S. TRADEMARKS

Trademark	Application No.	Registration No.
BLAST IT CLEAN WITH THE POWER OF STEAM	76-337,490	N/A
DRESSMAKER	N/A	1,658,013
PORTABLE WONDER	75-903,430	N/A
SAFE-T-BLENDER	75-413,957	N/A
STEAM BLASTER	76-295,056	N/A
STEAM BUSTER	76-284,638	N/A
THE SHARK	N/A	2,412,582
THE SHARK	76-284,736	N/A
ULTRA SHARK	76-232,518	N/A
A FANTOM & DESIGN	76-215,429	N/A
BLIZZARD	N/A	2,266,686
CROSSWIND	N/A	2,369,178
DESTINY	N/A	1,752,266
DRYTECH	N/A	1,546,988

Trademark	Application No.	Registration No.
A (DESIGN)	76-215,435	N/A
FALCON	76-114,325	N/A
FANTOM	N/A	1,687,058
FANTOM	N/A	2,238,107
FANTOM & DESIGN	N/A	2,197,702
FANTOM	75-428,097	N/A
FANTOM	75-691,464	N/A
FANTOM & DESIGN	76-215,433	N/A
FANTOM TECHNOLOGIES	N/A	1,958,218
FIREBIRD	78-047,327	N/A
FURY	N/A	2,054,030
HAWK	76-215,428	N/A
HELIX	75-901,506	N/A
INFINITY	N/A	1,892,569
IONA	N/A	1,558,792
JAGUAR	78-047,515	N/A
LIGHTNING	N/A	2,082,903
QUICK BRAKE	75-803,063	N/A
SHOCKWAVE	N/A	2,389,152
SPEEDVAC	N/A	1,016,286
SQUEEZE'N'GO	75-748,495	N/A
STAIRHUGGER	N/A	2,197,225
STEALTH	76-141,805	N/A

Trademark	Application No.	Registration No.
STEPHUGGER	N/A	2,199,393
STRIKE	N/A	2,197,500
THE DIFFERENCE IS CLEAN AND CLEAR	75-428,098	N/A
THE LIGHTWEIGHT HEAVYWEIGHT	N/A	2,058,584
THUNDER	N/A	2,090,404
THUNDER XT	N/A	2,322,894
TWISTER	N/A	2,135,205
WILDCAT	78-047,320	N/A