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

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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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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):

Fleet National Bank

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Termination and Release
- Merger
- Change of Name

Execution Date: January 14, 2002

2. Name and address of receiving party(ies)

Name: The Rival Company

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: One Holmes Way

City: Milford State: MA Zip: 01757

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

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)

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached  Yes  No

FEB 12 2002

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

Name: Posternak, Blankstein & Lund, LLP

Internal Address: Karen Corinna

Street Address: 100 Charles River Plaza

City: Boston State: MA Zip: 02114

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

8. Deposit account number: \_\_\_\_\_

(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 a true copy of the original document.

Brian R. Marcelli  
Name of Person Signing

Brian R. Marcelli  
Signature

1/14/02  
Date

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

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

03/05/2002 6T0N11 00000126 1819437

01 FC:481 40.00 OP  
02 FC:482 475.00 OP

TRADEMARK  
REEL: 002456 FRAME: 0972

EXHIBIT A

SUBJECT TRADEMARKS

Each of the following trademarks and tradenames relating to certain of the assets of the Assignor used exclusively in the Pollenex business and sold pursuant to the Agreement of Purchase and Sale of Assets referred to above:

<u>Trademark or Service Mark</u>	<u>Registrations – United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
AQUASSAGER	1,819,437	
BODY ALIVE	1,741,118	
DEEP HEAT	0,828,048	
DEEP HEAT	1,209,601	
DIAL MASSAGE	1,098,675	
EXPLORER	2,018,761	
FEET RELIEF	1,155,983	
FEET RELIEF	1,759,726	
FLEXI-CLEAN	75/660,991	
LIFEGUARD	2,007,014	
MAKING YOU FEEL RIGHT AT HOME	2,032,394	
POLLENEX	1,200,361	
POLLENEX	1,164,528	
POLLENEX PURE WATER '99'	1,313,317	
POURINGRAIN	75/660,531	
POWER SPA	75/473,483	
PROHEAT	1,938,878	
RELAX & SLEEP	822,960	
RESCUER	2,010,994	
SPLASH DANCE	1,360,361	

**PARTIAL TERMINATION AND RELEASE**  
**OF**  
**TRADEMARK**  
**COLLATERAL SECURITY AND PLEDGE AGREEMENT**

**THE RIVAL COMPANY**

**PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of January 11, 2002, between **THE RIVAL COMPANY**, a Delaware corporation having its principal place of business at One Holmes Way, Milford, Massachusetts 01757 (the "Assignor") and **FLEET NATIONAL BANK (f/k/a BANKBOSTON, N.A.)**, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent") under the Trademark Agreement (as defined herein).

**WHEREAS**, the Assignor and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of February 5, 1999 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 001902, Frame 0532 for the purpose of securing payment and performance of the Assignor's and certain other parties' obligations under the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of February 5, 1999 (as amended and in effect from time to time, the "Credit Agreement") among The Holmes Group, Inc. (f/k/a Holmes Products Corp.) ("Holmes"), the Assignor, the other Borrowers (as defined in the Credit Agreement), the Agent, the Banks (as defined in the Credit Agreement) and the other parties thereto;

**WHEREAS**, pursuant to the Credit Agreement, the Security Agreement (as defined in the Credit Agreement) and the Trademark Agreement, the Assignor granted to the Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreement and collectively known hereinafter as the "Trademarks"), and pledged, mortgaged, and hypothecated (but did not transfer title to) the Trademarks to the Agent; and

**WHEREAS**, the Assignor, in connection with the sale of certain of its assets to Conair Corporation, wishes to transfer all of its right, title and interest in and to certain of the Trademarks which are identified on Exhibit A attached hereto (the "Subject Trademarks") to Conair Corporation (the "Buyer") pursuant to the Agreement of Purchase and Sale of Assets, dated as of January 11, 2002, among the Assignor, the Buyer and Holmes; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and its right, title and interest in the Subject Trademarks identified on Exhibit A attached hereto as herein provided;

NOW, THEREFORE, for valuable consideration, and subject to the last sentence hereof:

The Agent hereby terminates and releases its security interest in and first priority lien on the Subject Trademarks identified on Exhibit A attached hereto, and the Agent hereby assigns and transfers to the Assignor, without recourse, all of the Agent's right, title and interest in and to the Subject Trademarks identified on Exhibit A attached hereto, effective as of the date set forth above.

FLEET NATIONAL BANK,  
as Agent

By: Donald R. Nicholson  
Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT )  
 )  
COUNTY OF Hartford )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9 day of January, 2002, personally appeared Donald R. Nicholson to me known personally, and who, being by me duly sworn, deposes and says that he is a SVP of FLEET NATIONAL BANK, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.

Karen Christensen

Notary Public  
My Commission Expires:

KAREN CHRISTENSEN  
NOTARY PUBLIC  
COMMISSION EXPIRES JULY 31, 2004