

11-27-2002

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

102295068

Tab settings

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

1. Name of conveying party(ies):

Electrolux, Inc.

11-12-02

- Individual(s) Association General Partnership Limited Partnership [XX] Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: White Consolidated Limited

Internal Address: Legal Department

Street Address: 18013 Cleveland Pkwy, #100

City: Cleveland State: OH Zip: 44135-0920

- Individual(s) citizenship Association General Partnership [XX] Limited Partnership Texas Corporation-State 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

3. Nature of conveyance:

- [XX] Assignment Merger Security Agreement Change of Name Other

Execution Date: January 2, 2002

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

A. Trademark Application No.(s) 76/295351

B. Trademark Registration No.(s) 1250168

Additional number(s) attached Yes No

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

Name: George E. Hawranko

Internal Address: Legal Department

6. Total number of applications and registrations involved:

82

7. Total fee (37 CFR 3.41) \$ 2,065.00

- [XX] Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11/26/2002 TDIAZI 00000185 76295351

01 FC:8521 40.00 DP 02 FC:8522 2025.00 DP

Street Address: 18013 Cleveland Pkwy, #100

City: Cleveland State: OH Zip: 44135-0920

DO NOT USE THIS SPACE

9. Signature.

Cynthia M. Gaffney Name of Person Signing

Signature

November 12, 2002 Date

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

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

OFFICE OF RECORDS NOV 12 AM 8 23 FINANCE SECTION

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TRADEMARK REEL: 002618 FRAME: 0287

**US TRADEMARKS IN THE NAME OF  
ELECTROLUX INC.  
TO BE TRANSFERRED  
TO  
WHITE CONSOLIDATED LIMITED**

**US TRADEMARK APPLICATIONS**

SERIAL NO.	MARK	DOCKET NO.
76/295351	ATLIS	10-742
78/087526	BEAM SILHOUETTE	10-745
78/026614	ROBO VAC	71-429
76/342495	MINI MITE SUPER LITE	71-438
78/097652	LITESPEED	71-439

**US TRADEMARK REGISTRATIONS**

REG. NO.	MARK	DOCKET NO.
1250168	CONDOVAC	10-601
1639621	BEAM CLEAN	10-602
1749268	WITH BEAM THE QUALITY IS BUILT IN	10-623
1678274	BEAM & SLASH DESIGN	10-627
1791431	MOBILE MAID	10-636
1785026	NO FINER SYSTEM, NO BETTER PRICE	10-638
1777487	THE LAST VACUUM YOU WILL EVERY BUY	10-639
1790232	THOUGHTFULLY PROVIDED BY QUALITY BUILDERS	10-641
1896048	BEAM BUTLER	10-644
2028878	RUGMASTER	10-658
1978971	FREE-FLOW FILTRATION	10-659
1946768	SENSOR CLEAN	10-661
2028887	RUGMASTER PLUS	10-670
2045818	SERENITY	10-671
2050890	SOUND-OFF	10-673
2402428	POWERWISK	10-723
2312451	FRIGIDAIRE	10-724
2332510	MAKING WHOLE HOUSE CLEANING A WHOLE LOT EASIER	10-734
2421396	BEAM IMPERIAL	10-737
2578282	VENTILINK	10-740
2538412	FOR A CLEANER HEALTHIER HOME	10-741
1447322	BRUSH UP	71-100
787466	SANITAIRE	71-101
1330641	MINI MITE	71-102
1324179	QUICK KLEEN & DESIGN	71-103
1264087	QUIET KLEEN (STYLIZED)	71-105
1255169	MIGHTY MITE	71-106
1344140	QUICK UP	71-107

422159	DISTURBULATOR	71-112
817706	CORDAWAY	71-116
891132	E (STYLIZED)	71-119
1421782	ESP EXTRA SUCTION POWER & DESIGN	71-122
1137260	EUREKA	71-123
135986	EUREKA & DESIGN	71-126
563538	EUREKA	71-128
1413167	EUREKA EXPRESS	71-130
1079239	MAID SAVER	71-131
1101963	SWEEP N GROOM	71-138
1076333	SWEEP N GROOM	71-139
1406595	VIBRA-GROOMER III	71-143
1112996	WIDE TRACK	71-144
1079760	FILTERAIRE	71-145
1455080	PRECISION	71-206
1520652	POWER-TOUCH	71-215
1490694	BRUSHED EDGE & CORNER KLEENER	71-216
1489751	EDGE & CORNER KLEENER	71-217
1512554	RALLY	71-219
1566947	POWER VIEW	71-238
1578786	THE BOSS	71-240
1609735	MICRON FILTER	71-243
1692711	SUPERBROOM! (STYLIZED)	71-291
1773486	EUREKA POWERLINE GOLD & DESIGN	71-308
1747737	EZ KLEEN	71-321
1787429	WORLD VAC	71-331
1847280	EXCALIBUR	71-339
1884179	EUREKA	71-342
1811989	MEGABOSS	71-345
1901180	EUREKA SHOP BOSS	71-356
1880476	THE BOSS LITE	71-357
1984715	VICTORY	71-386
2120316	DREAM MACHINE	71-390
2102077	BRAVO II	71-391
2102078	BRAVO II (STYLIZED)	71-392
2085841	WORLD VAC & DESIGN	71-400
2083900	QUIET KLEEN	71-401
2166476	ENVIRO VAC	71-403
2239366	BAG SAVER	71-404
2188459	WHIRLWIND	71-407
2263661	DIRT ALERT	71-411
2261674	EUROPA	71-413
2233915	EUREKA STEAM CLEANER	71-414
2322345	ENVIRO STEAMER	71-416
2444133	HOT SHOT & DESIGN	71-425
2534921	OXYGEN	71-426
2557333	THE BOSS SUPER LITE	71-430
2561848	TWIN LITE & DESIGN	71-437
2604589	DEEP STEAM & DESIGN	71-436

**ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES**

**THIS INSTRUMENT** is effective as of the 2nd day of January, 2002 (the "Effective Date"), by and between **ELECTROLUX, INC.**, a Delaware corporation ("EI") and **WHITE CONSOLIDATED LTD.**, a Texas limited partnership ("WCL").

**RECITALS:**

- (A) EI is engaged in the U.S.A. in the following businesses hereinafter collectively referred to as the "Business":
- (1) The Eureka Company Division is engaged, *inter alia*, in the business of manufacturing, selling and distributing vacuum cleaners, floor care products and associated parts and accessories from a facility located in Bloomington, Illinois; and
  - (2) The Beam Industries Division is engaged, *inter alia*, in the business of manufacturing, selling and distributing central vacuum cleaning systems and associated parts and accessories from a facility located in Webster City, Iowa; and
- (B) EI desires to transfer to WCL and WCL desires to acquire from EI all of the assets, properties and businesses of EI used in the Business as they exist on the Effective Date (the "Transferred Assets") subject to the assumption by WCL of all of the liabilities and obligations of EI with respect to the Business as they exist on and after the Effective Date (the "Assumed Liabilities"); and
- (C) EI intends that the transfer of the Transferred Assets to WCL in consideration for the partnership interest granted to EI as described below will be treated as a tax-free exchange under section 721 of the Internal Revenue Code of 1986, as amended, and will be treated as effected in conjunction with the transfer of cash to WCL by Electrolux Professional, Inc. ("EPI"), on or about the same date hereof, in exchange for the general partnership interest granted to EPI pursuant to that certain

Agreement of Limited Partnership of White Consolidated Industries, Ltd. dated the 2<sup>nd</sup> of January, 2002.

**NOW THEREFORE**, in consideration of the delivery by WCL to EI of the partnership interest granted to EI pursuant to that certain Agreement of Limited Partnership of White Consolidated Industries, Ltd. the receipt of which is hereby acknowledged, EI hereby conveys, assigns, transfers, and delivers, as of the Effective Date, possession to WCL, its successors and assigns, of all of the right title, and interest of EI in and to the Transferred Assets, including without limitation, all of the following:

- (a) all real property leases;
- (b) all inventories of products and supplies;
- (c) all machinery, equipment, chattels, vehicles, furniture, fixtures, supplies, and other tangible property;
- (d) all policies of insurance;
- (e) all leases, leasehold improvements and rental agreements;
- (f) all contracts, agreements and franchises and rights thereunder, claims, demands and choses in action;
- (g) all intellectual property including all tradenames, trademarks, and patents;
- (h) all cash on hand and in banks, deposits, accounts and notes receivable; and
- (i) all books of account, records, papers and documents, and all other rights, assets, properties and businesses whether tangible or intangible, real, personal or mixed and wherever situated, whether or not valued or included in the financial statements or books of account of EI;

**TO HAVE AND TO HOLD** the Transferred Assets hereby conveyed, transferred, assigned and set over, together with all rights, privileges and appurtenances with respect thereto;

And, EI, for itself and its successors and assigns, hereby covenants with WCL, its successors and assigns, that it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, deeds, transfers, assignments,

conveyances, powers of attorney and assurances as shall be reasonably required for the better assuring, and conveying to WCL, its successors and assigns, of the Transferred Assets.

WCL hereby accepts this Instrument and the conveyance, transfer and assignment of the Transferred Assets.

WCL hereby does assume and agree to pay and perform all of the Assumed Liabilities of every kind and nature whatsoever, known and unknown, absolute or contingent.

This Instrument is not intended to, and shall not result in the waiver or release of any rights which EI may have under any insurance or indemnification contracts or agreements, and EI agrees that it will assert any and all such rights which it may have thereunder for the account of WCL.

If any assignment or transfer of the Transferred Assets by EI would constitute, under the provisions of any contract or agreement, a breach thereof or impair the rights thereunder of EI, or WCL, then this Instrument shall not be construed as an assignment or transfer of such contract or agreement, and in such an event, EI shall take all reasonable steps to obtain for WCL all of the benefits of the same.

The parties hereto do not intend that the amount of the Assumed Liabilities transferred hereunder will exceed the amount of Transferred Assets. However, to the extent this occurs, adjustments to reduce the amount of Assumed Liabilities to equal the amount of the Transferred Assets may be made by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed.

Attest:  
By: William G.E. Jacobs  
William G.E. Jacobs  
Assistant Secretary

ELECTROLUX, INC.  
By: George C. Weigand  
George C. Weigand  
President

Attest:  
By: George Hawranko  
George Hawranko  
Assistant Secretary

WHITE CONSOLIDATED, LTD.  
By: Mark Russell  
Mark Russell  
Vice President