

03-13-2003



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

RECORDED TR

DEPARTMENT OF COMMERCE J.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): Rexair, Inc. 3-11-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address:
Street Address: 100 North Tryon Street
City: Charlotte State: NC Zip: 28255
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
Other National Association
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:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: February 27, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
B. Trademark Registration No.(s) See attached
Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 29
7. Total fee (37 CFR 3.41) \$ 740.00
Enclosed
Authorized to be charged to deposit account
8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324
(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.
Warren Nachlis Signature March 5, 2003 Date
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

03/12/2003 ECOOPER 00000175 1218263

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

01 FC:0521
02 FC:0522

40.00 OP
700.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 2.

Name and Address of receiving party(ies)

Name: Wilmington Trust Company

Internal
Address: _____

Street Address: 1100 North Market Street

City: Wilmington State: Delaware Zip: 19890

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: Delaware

Other _____

Name: David A. Vanasky

Street Address: 1100 North Market Street, Rodney Square

City: Wilmington State: Delaware Zip: 19890

Individual(s) citizenship Delaware

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: _____

Other _____

Continuation of Box 4.

Registration Numbers

1,218,263	2,133,614	1,872,461	2,298,752	1,897,430
1,436,269	2,108,080	1,877,341	2,317,087	1,448,262
1,436,270	2,110,206	1,873,523	2,124,034	2,130,763
2,373,347	2,136,437	1,873,695	993,728	314,492
2,375,755	2,143,799	1,476,692	1,914,623	610,593
2,379,877	2,127,952	1,548,577	1,782,060	

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated as of February 27, 2003, is made by REXAIR, INC. (the "**Pledgor**") in favor of (i) BANK OF AMERICA, N.A. (the "**Collateral Agent**") for the Secured Creditors (as defined in the Rexair Security Agreement referred to below) and (ii) Wilmington Trust Company and David A. Vanaskey, as the Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders. Terms used herein and not otherwise defined are used herein as defined, as applicable, in the Collateral Trust Agreement and/or the Pledge and Security Agreement, referred to below.

PRELIMINARY STATEMENTS:

1. The Pledgor is a party to that certain Security Agreement dated as of March 24, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Rexair Security Agreement**") with Bank of America, N.A., as collateral agent (the "**Rexair Collateral Agent**"), granting to the Rexair Collateral Agent for its benefit and for the benefit of the Secured Creditors referred to therein a lien on and security interest in all of its personal properties and fixtures now owned or hereafter acquired (the "**Rexair Debt Lien**") as security for its obligations under the Credit Agreement dated as of March 24, 2000 and referred to in the Rexair Security Agreement (the "**Rexair Credit Agreement**").
2. The Pledgor is a party to that certain Amended and Restated Collateral Trust Agreement dated as of August 15, 2001, as amended as of September 23, 2002 and as of October 30, 2002 (as so amended and restated and as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Trust Agreement**"), with the Collateral Trustees;
3. The Pledgor has executed and delivered that certain Amended and Restated Pledge and Security Agreement dated August 15, 2001, made by the Pledgor to the Collateral Trustees, as amended as of October 30, 2002 (as so amended and restated and as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), granting to the Collateral Trustees for their benefit and in trust for the Equal and Ratable Benefit of the Representatives and the Secured Holders a lien on and security interest in all of its personal properties and fixtures now owned or hereafter acquired, which security interest is at all times subject to, and subordinate to, the Rexair Debt Lien;
4. Pursuant to the Amendment, Restatement, General Provisions and Intercreditor Agreement dated as of August 15, 2002, as amended and restated as of September 23, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Master Agreement**") with the Rexair Collateral Agent and the Collateral Trustees, the undersigned has become a Pledgor under the Collateral Trust Agreement and the Pledge and

Security Agreement by executing and delivering counterparts thereof and the Security Agreement Supplement dated as of August 15, 2001; and

5. Under the terms of the Rexair Security Agreement and the Pledge and Security Agreement, the Pledgor has granted (i) a first-priority security interest in the Additional Collateral (as defined in Section 1 below) of the Pledgor to the Rexair Collateral Agent for the benefit of the Secured Creditors referred to in the Rexair Security Agreement and (ii) a second-priority security interest in the Additional Collateral (as defined in Section 1 below) of the Pledgor to the Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders and, in each case, has 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 Pledgor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Pledgor hereby acknowledges and confirms the grant of (i) a first-priority security interest to the Rexair Collateral Agent for the benefit of the Secured Creditors referred to in the Rexair Security Agreement and (ii) a second-priority security interest to the Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders, in each case, in and to all of its right, title and interest in and to the following (the "***Additional Collateral***"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses 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, applications (other than any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such intent-to-use trademark application under applicable law), and licenses set forth in Schedule B hereto together with all goodwill of the business connected therewith and symbolized thereby and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever pertaining thereto (the "***Trademarks***");

(iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (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. Supplement to Pledge and Security Agreement. Schedule IV to the Pledge and Security Agreement and Annexes D, E, and F to the Rexair Security Agreement are hereby supplemented to add the Additional Collateral thereto.

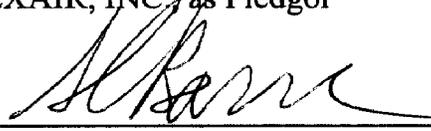
SECTION 3. Recordation. The Pledgor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Priority; Conflicts. The security interests granted to the Collateral Trustees hereunder shall at all times be subject to the Rexair Debt Lien. To the extent that there exists any conflict between the terms of the Pledge and Security Agreement, as supplemented hereby, and the Rexair Collateral Documents that results in the inability of the Pledgor to perform or otherwise satisfy its obligations under both the Pledge and Security Agreement, as supplemented hereby, and the Rexair Collateral Documents, the provisions of the Rexair Collateral Documents shall control.

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 Pledgor 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. as Pledgor

By 

Name: Steven C. Barre

Title: V.P. and Asst. Secretary

Schedule A

Rexair, Inc. Patents

Title	Country	Patent Number	Original Filing Date	Issue Date	Expiration Date
Vacuum cleaner	U.S.	6,174,350	4/29/99	1/16/01	4/29/2019
Filter for vacuum cleaner	U.S.	6,162,287	4/23/99	12/19/00	4/23/2019
Accessory holder for vacuum cleaner	U.S.	6,098,241	7/26/99	8/8/00	7/26/2019
Vacuum cleaner	U.S.	D426,355	2/4/98	6/6/00	6/6/14
Vacuum cleaner nozzle	U.S.	D424,259	4/30/98	5/2/00	5/2/14
Vacuum cleaner	U.S.	D423,154	2/4/98	4/18/00	4/18/14
Vacuum cleaner accessory holder	U.S.	D422,764	2/4/98	4/11/00	4/11/14
Crevice cleaning tool for a vacuum cleaner apparatus	U.S.	6,032,328	2/10/98	3/7/00	2/10/2018
Water container for a vacuum cleaner	U.S.	D420,476	2/4/98	4/11/00	4/11/14
Combined wet-dry vacuum cleaner	U.S.	D419,731	8/24/98	1/25/00	1/25/14
Height adjustment mechanism for a cleaning tool	U.S.	5,991,972	2/9/98	11/30/99	2/9/2018
Vacuum cleaner motor housing	U.S.	5,974,623	2/4/98	11/2/99	2/4/2018
Vacuum cleaner nozzle	U.S.	D416,115	4/30/98	11/2/99	11/2/13
Dolly for a vacuum cleaner	U.S.	D414,305	2/4/98	9/21/99	9/21/13
Brush holder for electric motor	U.S.	5,949,175	2/5/98	9/7/99	2/5/2018
Accessory holder for vacuum cleaner	U.S.	5,943,731	2/10/98	8/31/98	2/10/2018

**Schedule A
(cont'd)**

Title	Country	Patent Number	Original Filing Date	Issue Date	Expiration Date
Cleat having retractable retaining arms	U.S.	5,924,642	2/9/98	7/20/98	2/9/2018
Reduced diameter separator for a vacuum cleaner apparatus	U.S.	5,902,386	11/10/97	5/11/99	11/10/2017
Housing design for a power nozzle	U.S.	D376,879	7/8/94	12/24/96	12/24/2010
Cleaning tool having split manifold	U.S.	5,537,710	9/16/94	7/23/96	9/16/2014
Filtering means for a liquid pan assembly for a liquid bath vacuum cleaner	U.S.	5,339,487	6/5/92	7/23/94	6/5/2012
Vacuum cleaner nozzle	U.S.	D347,305	2/4/92	5/24/94	5/24/2008
Squeegee apparatus for a vacuum cleaner system	U.S.	5,280,666	6/25/92	1/25/94	6/25/2012
Cord winder apparatus for a vacuum cleaner system	U.S.	5,255,768	12/4/92	10/26/93	12/4/2012
Vacuum cleaner handle	U.S.	D334,447	1/22/90	3/30/93	3/30/2007
Intake nozzle assembly for a liquid bath vacuum cleaner	U.S.	5,125,129	6/10/91	6/30/92	6/10/2011
Cleaning tool having airflow directing manifold for a vacuum cleaner system	U.S.	5,123,141	2/9/90	6/23/92	2/9/2010
Handle assembly for a vacuum	U.S.	5,109,568	6/15/90	5/5/92	6/15/2012

**Schedule A
(cont'd)**

Title	Country	Patent Number	Original Filing Date	Issue Date	Expiration Date
system cleaning tool					
Separator for a vacuum cleaner system	U.S.	5,096,475	8/24/90	3/17/92	8/24/2010
Separator for a vacuum cleaner system	U.S.	5,090,974	3/18/91	2/25/92	3/18/2011
Separator for a vacuum cleaner system	U.S.	5,030,257	10/18/89	7/9/91	10/18/2009
Intake nozzle assembly for a liquid bath vacuum cleaner	U.S.	5,022,115	1/19/90	6/11/91	1/19/2010
Electrical safety interlock and pulse-type reset circuit for a vacuum cleaner system	U.S.	4,993,104	8/11/89	2/19/91	8/11/2009
Radial cooling fan for vacuum cleaner motor	U.S.	4,851,017	10/7/87	7/25/89	10/7/2007
Device for visual inspection of fluid flow	U.S.	4,825,502	7/6/87	5/2/89	7/6/2007
Air blower assembly for vacuum cleaners	U.S.	4,824,333	3/18/88	4/25/89	3/18/2008
Vacuum cleaner top	U.S.	D296,945	9/24/84	7/26/88	7/26/2002
Air blower assembly for vacuum cleaner	U.S.	4,735,555	10/1/85	4/5/88	10/1/2005
Vacuum cleaner construction	U.S.	4,693,734	5/19/86	9/15/87	5/19/2006
Vacuum cleaner construction	U.S.	4,640,697	10/1/85	2/3/87	10/1/2005
Wet-dry vacuum cleaning apparatus	U.S.	4,485,518	7/1/83	12/4/84	7/1/2003

**Schedule B
Rexair, Inc. Trademarks**

Country	Trademark Name	Registration Number	Original Filing Date	Issue Date	Expiration Date	Goods
United States of America	AQUAMATE	1218263	1/25/82	11/30/82	11/30/02	Water extracting carpet shampoo attachment for vacuum cleaner
United States of America	DESIGN OF VACUUM CLEANER	1436269	7/12/85	4/14/87	4/14/07	Vacuum cleaners
United States of America	DESIGN OF VACUUM CLEANER	1436270	7/15/85	4/14/87	4/14/07	Vacuum cleaners
United States of America	E and Logo	2373347	10/6/97	8/1/00	8/1/10	Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and br
United States of America	e and Logo	2375755	1/9/98	8/8/00	8/8/10	Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and brushes
United States of America	E SERIES	2379877	11/11/97	8/22/00	8/22/10	Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and brushes
United States of America	LOGO	2133614	7/29/94	2/3/98	2/3/08	Service manuals and service brochures relating to vacuum cleaners
United States of America	LOGO (D2 & D2A)	2108080	7/7/94	10/28/97	10/28/07	Service manuals and service brochures relationt to vacuum cleaners
United States of America	LOGO (D3)	2110206	7/7/94	11/4/97	11/4/07	Service manuals and service brochures relationt to vacuum cleaners
United States of America	LOGO (Model D4C)	2136437	7/27/94	2/17/98	2/17/08	Service manuals and service brochures relating to vacuum cleaners
United States of America	Logo (RAINBOW SE AQUAMATE)	2143799	7/7/94	3/17/98	3/17/08	Service manuals and service brochures relating to vacuum cleaners
United States of America	LOGO (RAINBOW SE POWER NOZZLE)	2127952	7/29/94	1/13/98	1/13/08	Service manuals and service brochures relating to vacuum cleaners
United States of America	LOGO (Rainbow)	1872461	12/30/93	1/10/95	1/10/2005	Coloring books, childrens activity books and magazines, etc.
United States of America	LOGO (Rainbow)	1877341	12/30/93	2/7/95	2/7/2005	Carpet cleaning preparations; air, household and room deodorizers...

**Schedule B
(cont'd)**

Country	Trademark Name	Registration Number	Original Filing Date	Issue Date	Expiration Date	Goods
United States of America	LOGO (Rainbow)	1873523	12/30/93	1/17/95	1/17/2005	Carpet cleaning preparations; air, household and room deodorizers...
United States of America	LOGO (Rainbow)	1873695	12/30/93	1/17/95	1/17/2005	Vacuum cleaners and vacuum cleaner hoses; suction nozzles for vacuum cleaners
United States of America	MISCELLANEOUS DESIGN	1476692	7/6/87	2/16/88	N.A.	Vacuum cleaners
United States of America	PACESETTERS & Design	1548577	3/25/88	7/18/89	N.A.	Providing an incentive awards program for high achievement distributors in the sale of vacuum cleaners
United States of America	R and Logo	2298752	10/30/97	12/7/99	12/7/2009	cleaning preparations, namely, floor, wall, rug, carpet, porcelain, plastic, tile and furniture cleaners and room fragrances sold via direct in-home sales and via service distributors, etc.
United States of America	R and Logo	2317087	10/30/97	2/8/00	2/8/2010	Aromatic preparations, namely room deodorants and air fresheners sold via direct in-home sales and via service distributors., etc.
United States of America	RAINBOW	2124034	3/17/97	12/23/97	12/23/07	metal cookware, namely, pots and pans
United States of America	RAINBOW	993728	4/30/73	9/24/74	N.A.	
United States of America	RAINBOW Logo	1914623	12/30/93	8/29/95	8/29/05	IC 016. US 002 005 022 023 029 037 038 050. G & S: vacuum cleaner operation, repair and maintenance manuals, booklets and brochures
United States of America	RAINBOW MATE	1782060	11/25/91	7/13/93	7/13/03	
United States of America	RAINBOWMATE (Script)	1897430	6/27/94	6/6/95	6/6/05	Vacuum cleaners and parts therefor
United States of America	RAINDROP & R Logo	1448262	10/10/86	7/21/87	N.A.	Vacuum cleaners
United States of America	RAINDROP & R Logo	2130763	3/24/97	1/20/98	1/20/08	Metal cookware, namely, pots and pans
United States of America	REXAIR	314492	1/24/34	7/3/34	N.A.	full line of cleaning preparations, chemicals, and fragrances; Full line of disinfectant, deodorizing and air freshening pre
United States of America	REXAIR	610593	7/1/54	8/16/55	N.A.	Vacuum Cleaners. Parts Thereof, and Attachments therefor

Schedule C

Rexair, Inc. Copyrights

Rexair, Inc.	U.S.	Rainbow owner's manual	TX-3-189-858	1Jun85	7Nov91
Rexair, Inc.	U.S.	Rainbow owner's manual (additions and revisions) Rev. 1/90	TX-3-189-859	1Feb90	1Aug91
Rexair, Inc.	U.S.	Rainbow SE cleaning system.	TX-4-448-028	17Sep90	29May97