

06-05-2003



102465747

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇨ ⇨ ⇨

RECORDATION FORM  
**TRADEMARKS ONLY**

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):

Oreck Manufacturing Company **6.3.03**

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Assignee entity status
- Merger
- Change of Name

Execution Date: May 15, 2003

2. Name and address of receiving party(ies)

Name: Oreck Holdings, LLC

Internal

Address: c/o CT Corporation Systems

Street Address: 1720 Carey Avenue

City: Cheyenne State: WY Zip: 82001

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

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) 827,489; 1,286,052;  
1,366,512; 1,417,280; 1,455,120

Additional number(s) attached  Yes  No

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

Name: Curtis J. Ollila

Internal Address: Duft Setter Ollila &

Bornsen LLC

Street Address: 2060 Broadway, Suite 300

City: Boulder State: CO Zip: 80302

6. Total number of applications and registrations involved: 5

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502382

**DO NOT USE THIS SPACE**

9. Signature.

Curtis J. Ollila, Reg. No. 47,833

Name of Person Signing

Signature

5/28/2003

Date

Total number of pages including cover sheet, attachments, and document: 21

DEPARTMENT OF COMMERCE  
FINANCE SECTION  
2003 JUN -3 PM 2:53  
RECORDS

06/04/2003 TBIAZ1 00000044 502382 027489

01 FC:0521 40.00 CH  
02 FC:0522 100.00 CH

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

**TRADEMARK**  
**REEL: 002746 FRAME: 0754**

1110 12-29-97

01-09-1998

FORM PTO-1594  
1-31-92

RECORDATION F  
**TRADEMARK**



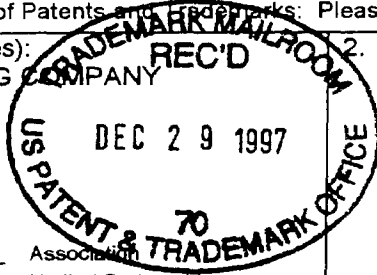
100601204

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies): ORECK MANUFACTURING COMPANY

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



2. Name and address of receiving party:  
 Name: ORECK HOLDINGS, LLC  
 Internal Address: C/O CT CORPORATION SYSTEMS  
 Street Address: 1720 CAREY AVENUE  
 City: CHEYENNE State: WY ZIP: 82001

Additional names of conveying parties attached?  Yes  No

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

Execution Dates:  
 1) December 2, 1997      3) \_\_\_\_\_  
 2) \_\_\_\_\_      4) \_\_\_\_\_

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

(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).  
PLEASE SEE ATTACHMENT

B. Trademark Registration No(s).  
PLEASE SEE ATTACHMENT

Additional numbers attached?  Yes  No

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

Name: DAVID H. DEITS, ESQ.  
 Internal Address: SEED AND BERRY LLP  
6300 COLUMBIA CENTER  
 Street Address: 701 FIFTH AVENUE  
 City: SEATTLE State: WA ZIP: 98104-7092

6. Total number of applications and registrations involved..... 36

7. Total Fee (37 CFR 3.41): ..... \$ 915  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 19-1090  
 (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.*

DAVID H. DEITS      [Signature]      12/21/97  
 Name of Person Signing      Signature      Date

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

01/09/1998 11:08:11 AM 00000196 82746 40.00 DP 075.00 DP

SCHEDULE OF TRADEMARKS

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
DESIGN OF SPLIT CROWN	827,489
DIRT MAGNET	1,679,820
EASYPRO	1,833,117
ELECTRIKBROOM (STYLIZED)	611,747
ELECTRIKBROOM (STYLIZED)	1,417,280
ELECTRIKBRUSH	1,085,396
ELECTRIKMOP	709,892
ELECTRIK-SHOEBOY	728,222
ENVIRO-GUARD	1,808,454
FLOOR GLIDE	1,867,478
HANDI-HANDLE	1,130,722
HOME SPA	1,455,120
HOUSEKEEPER & DESIGN	1,366,512
HOUSEKEEPER PLUS	1,713,335
HOUSEKEEPER PRO	1,794,157
HOUSEKEEPER ULTRA	1,794,156
POWER SCRUBBER	1,850,452
REACH-AROUND	1,730,245
REGINA	1,336,302
REGINA AND DESIGN	1,898,577
REGINA (STYLIZED)	135,051
REGINA HOUSEKEEPER (STYLIZED)	1,366,514
REGINA STEEMER	1,336,301
REGINA STEEMER CARPET CLEANER	1,704,627

United States Registrations, Continued

SNAP 'N VAC	1,286,052
STAIRCARE	1,947,309
STEEMER PLUS	1,796,799
STEEMER PRO	1,758,048
STEEMER ULTRA	1,798,501
THREAD GUARD	1,812,769

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filed</u>
ADVANCE POWER	75/106,116	May 17, 1996
DIRT SEARCH	75/377,853	October 23, 1997
DUST TRAPPER	75/106,115	May 17, 1996
POWER SWIVEL	74/459,288	November 15, 1993
ULTRA POWER	75/106,118	May 17, 1996
VALUPOWER	75/106,117	May 17, 1996

Recording 36 Marks

c:\pt\790066.001akiv3

## ASSIGNMENT OF ALL INTELLECTUAL PROPERTY RIGHTS

Effective this 2<sup>nd</sup> day of December, 1997.

WHEREAS, Oreck Manufacturing Company, a corporation organized under the laws of the State of Delaware, USA, having a business address of 21180 Johnston Road, Long Beach, Mississippi 39560 (herein the Assignor) is the owner of intellectual property rights relating to its business of the design, manufacture, promotion, distribution, sale, maintenance and repair of vacuum cleaners, extractors/carpet cleaners, and other cleaning, household, commercial and institutional products including parts and accessories therefor and its business of the development, manufacture, packaging, promotion, distribution and sale of chemical products, including, without limitation, its floor care and cleaning products;

WHEREAS, Oreck Holdings, LLC, a limited liability corporation organized under the laws of the State of Delaware, USA, having a business address of 100 Plantation Road, New Orleans, Louisiana 70123 is interested in acquiring all of the intellectual property rights of Assignor;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to the Assignee all right, title and interest in and to all intellectual property rights relating to its products and services and its business for the United States, its territories, and possessions, and throughout the world, including the right to sue for past infringement thereof, including, without limitation:

A. All inventions; all patent rights; all patent applications, including any and all divisions, continuations, and substitutions of such applications including all patent applications listed on the attachment hereto entitled "Patent and Design Rights;" the right to claim priority on such applications by virtue of the International Convention for the Protection of Industrial Property; and all patents, including any and all reissues, renewals, extensions and confirmations of such patents, including all patents listed on the attachment hereto entitled "Patent and Design Rights."

B. All design rights; all design applications, including any and all divisions, continuations, and substitutions of such applications including all design applications listed on the attachment hereto entitled "Patent and Design Rights;" the right to claim priority on such applications by virtue of the International Convention for the Protection of Industrial Property; and all design patents, all design registrations, all utility models, and all reissues, renewals, extensions and confirmations thereof, including all design patents, design registrations and utility models listed on the attachment hereto entitled "Patent and Design Rights."

C. All trade secrets and all know-how associated with Assignor's products, services and its business.

D. All trademark and trade dress rights whether acquired by use, registration or otherwise; all trademark; all trade dress associated with its products and product packaging; all trademark applications, including all trademark applications listed on the attachment hereto entitled "Trademarks;" the right to claim priority on such applications by virtue of the International Convention for the Protection of Industrial Property; all trademark registrations, including all trademark registrations listed on the attachment hereto entitled "Trademarks;" together with the goodwill of the business associated with such trademarks and trade dress.

E. All trade name rights whether acquired by use, registration or otherwise; and all trade names, together with the goodwill of the business associated with such trade names.

F. All copyright interests and all copyright registrations.

Assignor further agrees to carry out in good faith the intent and purpose of this assignment and to execute such further assignment documents and related documents, as may be reasonably requested by Assignee to evidence any or all of the assignments herein made and to record Assignee as the owner of the rights herein assigned including, without limitation, authorizations to record documents relating to title, powers of attorney, appointments of local representative, certificates of nationality, documents relating to corporate capacity, documents relating to signatory authority, documents relating to the authority to make the herein described assignment, and powers of attorney and authorizations for recordation of any change of name or merger involving Assignor or its predecessors.

Without diminishing the right to have documents executed by Assignor, Assignor hereby grants to Assignee an irrevocable, good and sufficient power of attorney to execute on behalf of Assignor such documents as Assignee may reasonably require to evidence any or all of the assignments herein made and to record Assignee as the owner of the rights herein assigned, including, without limitation, assignment documents identifying specific intellectual property rights herein assigned, including the patent applications, patents, design applications, design patents, trademark applications and trademark registrations set forth on the attachments hereto.

Assignor hereby further authorizes any official of any country whose duty it is to record assignments relating to patent applications, patents, design applications, design patents, design registrations, utility models, trademark applications, trademark registrations, and trademark renewals and title thereto, to record the intellectual property rights herein assigned as the property of the Assignee.

Without diminishing the right to have documents executed by Assignor, Assignor hereby further grants to Assignee a special and sufficient power of attorney to ask on Assignor's

behalf for the annulment, cancellation, and/or withdrawal of any trademark application, including any registration issuing thereon, and any trademark registration, including renewals thereof, herein assigned.

Assignor agrees to cooperate, at Assignee's expense, by providing such further assistance and documents and things as Assignee may reasonably request in connection with the filing and prosecution of any applications relating to the intellectual property rights herein assigned and maintaining, enforcing, and defending any rights in the intellectual property rights herein assigned.

Oreck Manufacturing Company

By \_\_\_\_\_

Its ICE. V. P.

Oreck Holdings, LLC

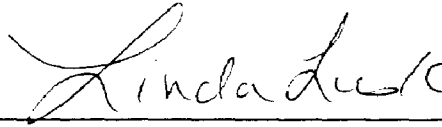
By \_\_\_\_\_

Its PRESIDENT

State of Louisiana

Parish of Orleans

On this 2nd day of December, 1997, before me appeared Bruce J. Oreck, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Executive Vice President of Oreck Manufacturing Company and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed (and sealed) in behalf of the corporation by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the corporation.

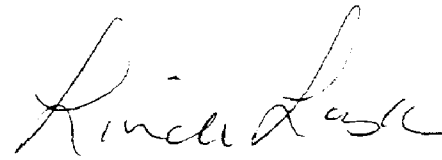
Signature of Notary Public   
Printed Name Linda Lusk

**LINDA LUSK**  
NOTARY PUBLIC  
Parish of Orleans, State of Louisiana  
My Commission is issued for life.

State of Louisiana

Parish of Orleans

On this 2nd day of December, 1997, before me appeared Bruce J. Oreck, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the President of Oreck Holdings, L.L.C. and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed (and sealed) in behalf of the corporation by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the corporation.

Signature of Notary Public   
Printed Name Linda Lusk

**LINDA LUSK**  
NOTARY PUBLIC  
Parish of Orleans, State of Louisiana  
My Commission is issued for life.



**TRADEMARKS**

Mark	Jurisdiction	Registration No.
ELECTRIKBROOM AND DESIGN	AUSTRALIA	B 178791
HOMESPA	AUSTRALIA	A 494663
HOME SPA	AUSTRALIA	A 494664
HOUSEKEEPER	AUSTRALIA	A 494662
REGINA	AUSTRALIA	A 494661
REGINA	AUSTRALIA	A 494659
REGINA	AUSTRALIA	A 494660
REGINA	BARBADOS	4656
ELECTRIKBROOM	BENELUX	093688
REGINA	BENELUX	473225
DIRT MAGNET	CANADA	TMA410591
DIRT SEARCH	CANADA	TMA422471
ELECTRIKBROOM	CANADA	NS 25/7231
HOME SPA	CANADA	TMA353034
HOUSEKEEPER	CANADA	TMA377663
REACH-AROUND	CANADA	TMA430548
REGINA	CANADA	UCA 023314
REGINA STEEMER	CANADA	TMA352144
SPLIT CROWN AND DESIGN	CANADA	208693
REGINA (STYLIZED)	CHILE	368561
REGINA	COSTA RICA	31336
REGINA	EL SALVADOR	148
CAMBRIDGE	FRANCE	1582893
DIRT MAGNET	FRANCE	1598928
DIRT SEARCH	FRANCE	1598927
ELECTRIKBROOM	FRANCE	1649241
HOUSEKEEPER	FRANCE	1568158
REACH-AROUND	FRANCE	1598929
REGINA	FRANCE	1265072
REGINA	FRANCE	1568159
CAMBRIDGE	GERMANY	1169934
DIRT MAGNET	GERMANY	1179329
REGINA HOMESPA	GERMANY	1133691
REGINA HOUSEKEEPER	GERMANY	1127691
DIRT SEARCH	GERMANY	1181995
ELECTRIKBROOM THE REGINA CORPORATION	GERMANY	888129
REACH-AROUND	GERMANY	1190728
REGINA	GERMANY	932269
REGINA ELECTRIKBROOM	GERMANY	940462
DIRT MAGNET	UNITED KINGDOM	1427105
REACH-AROUND	UNITED KINGDOM	1426471

Mark	Jurisdiction	Registration No.
REGINA (STYLIZED)	UNITED KINGDOM	506447
REGINA ELECTRIKBROOM	UNITED KINGDOM	947193
ELECTRIKBROOM	GREECE	46391
REGINA	GREECE	42742
REGINA	IRELAND	41449
REGINA ELECTRIKBROOM	IRELAND	78569
CAMBRIDGE	ITALY	535843
DIRT MAGNET	ITALY	584989
DIRT SEARCH	ITALY	584990
ELECTRIKBROOM	ITALY	268456
HOUSEKEEPER	ITALY	533519
REACH-AROUND	ITALY	584988
REGINA	ITALY	615031
REGINA	JAMAICA	14652
ELECTRIKBROOM	JAPAN	3278515
REGINA (AND KATAKANA)	JAPAN	1406801
ADVANCE POWER SYSTEM	MEXICO	419465
SPLIT CROWN AND DESIGN	MEXICO	420373
DIRT MAGNET	MEXICO	419466
DIRT SEARCH	MEXICO	419467
ELECTRIKBROOM	MEXICO	419468
FLOOR GLIDE	MEXICO	420372
HANDI-HANDLE	MEXICO	468842
HOUSEKEEPER	MEXICO	419469
HOUSEKEEPER PLUS	MEXICO	419470
HOUSEKEEPER PRO	MEXICO	419471
HOUSEKEEPER ULTRA	MEXICO	419472
PRO CARE	MEXICO	419473
R & DOT AND DESIGN	MEXICO	418508
R & DOT AND DESIGN	MEXICO	420374
REACH-AROUND	MEXICO	428844
REGINA	MEXICO	419479
REGINA	MEXICO	529501
REGINA STEEMER	MEXICO	419475
REGINA STEEMER CARPET CLEANER	MEXICO	428845
RUG PILE DIAL	MEXICO	419474
STEEMER CARPET CLEANER PLUS	MEXICO	419476
STEEMER PLUS	MEXICO	428976
STEEMER PRO	MEXICO	419477
STEEMER ULTRA	MEXICO	428977
STEEMER ULTRA CARPET CLEANING SYSTEM	MEXICO	419478
THREAD-GUARD	MEXICO	419663

Mark	Jurisdiction	Registration No.
ULTRA POWER	MEXICO	432868
ELECTRIKBROOM	NEW ZEALAND	B 91160
REGINA	PANAMA	60218
REGINA	PANAMA	60217
REGINA	PHILIPPINES	52040
REGINA (STYLIZED)	SOUTH AFRICA	858/29
REGINA ELECTRIKBROOM	SOUTH AFRICA	69/3842
ELECTRIKBROOM	SPAIN	643879
REGINA (STYLIZED)	SPAIN	188368
REGINA (STYLIZED)	SWITZERLAND	131663

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>
ADVANCE POWER	CANADA	802136	1/19/96
POWER SCRUBBER	CANADA	765224	9/29/94
POWER SWIVEL	CANADA	764098	9/20/94
ULTRA POWER	CANADA	802135	1/19/96
VALUPOWER	CANADA	800708	12/27/95

Mark	Jurisdiction	Registration No.
DESIGN OF SPLIT CROWN	UNITED STATES	827,489
DIRT MAGNET	UNITED STATES	1,679,820
DIRT SEARCH	UNITED STATES	1,662,921
EASYPRO	UNITED STATES	1,833,117
ELECTRIKBROOM (STYLIZED)	UNITED STATES	611,747
ELECTRIKBROOM (STYLIZED)	UNITED STATES	1,417,280
ELECTRIKBUSH	UNITED STATES	1,085,396
ELECTRIKMOP	UNITED STATES	709,892
ELECTRIK-SHOEBOY	UNITED STATES	728,222
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HOUSEKEEPER PLUS	UNITED STATES	1,713,335
HOUSEKEEPER PRO	UNITED STATES	1,794,157
HOUSEKEEPER ULTRA	UNITED STATES	1,794,156
POWER SCRUBBER	UNITED STATES	1,850,452
REACH-AROUND	UNITED STATES	1,730,245
REGINA	UNITED STATES	1,336,302
REGINA AND DESIGN	UNITED STATES	1,898,577
REGINA (STYLIZED)	UNITED STATES	1,657,207
REGINA (STYLIZED)	UNITED STATES	135,051
REGINA HOUSEKEEPER (STYLIZED)	UNITED STATES	1,366,514
REGINA STEEMER	UNITED STATES	1,336,301
REGINA STEEMER CARPET CLEANER	UNITED STATES	1,704,627
RUG PILE DIAL	UNITED STATES	1,077,679
SNAP 'N VAC	UNITED STATES	1,286,052
STAIRCARE	UNITED STATES	1,947,309
STEEMER PLUS	UNITED STATES	1,796,799
STEEMER PRO	UNITED STATES	1,758,048
STEEMER ULTRA	UNITED STATES	1,798,501
THREAD GUARD	UNITED STATES	1,812,769

Mark	Jurisdiction	Serial No.	Filing Date
ADVANCE POWER	UNITED STATES	75/106,116	5/17/96
DIRT SEARCH	UNITED STATES	75/377,853	10/23/97
DUST TRAPPER	UNITED STATES	75/106,115	5/17/96
POWER SCRUBBER MAX	UNITED STATES	74/336,000	12/2/92
POWER SWIVEL	UNITED STATES	74/459,288	11/15/93
ULTRA POWER	UNITED STATES	75/106,118	5/17/96
VALUPOWER	UNITED STATES	75/106,117	5/17/96

WPN/790066/200/200-TABLES-A/V3

If you have any questions or require anything further, please contact the undersigned.

Sincerely,

DUFT SETTER OLLILA & BORNSSEN LLC

A handwritten signature in black ink, appearing to read 'C. Ollila', written over the company name.

Curtis J. Ollila

CJO/jmz  
Attachments

## DECLARATION

The undersigned, Bruce J. Oreck, declares that:

1. He is President of Oreck Holdings, LLC and is familiar with the business of Oreck Holdings, LLC;
2. Oreck Holdings, LLC is a Delaware limited liability company;
3. Oreck Holdings, LLC is not a Delaware corporation; and
4. Any indication in the Assignment document recorded in the U.S. Patent and Trademark Office on December 29, 1997, at Reel No. 1671, Frame 0417, a copy of the pertinent portion of which is attached, or any other Assignment document, that Oreck Holdings, LLC is a Delaware corporation reflects clerical errors.

The undersigned, Bruce J. Oreck, further declares that he is properly authorized to execute this Declaration; that all statements made herein of the undersigned's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the applications or registrations related thereto.

ORECK HOLDINGS, LLC

Date: May 15, 2003



\_\_\_\_\_  
Bruce J. Oreck, President