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To the Honorable Commissioner of Patents

102534737

Attached original documents or copy thereof.

Name of conveying party(ies): 2003 AUG 25 AM 11: 09
Bank of America, N.A., as Collateral Agent
FINANCE SECTION

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

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

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest in
Intellectual Property
Execution Date: July 15, 2003

2. Name and address of receiving party(ies)
Name: Repair, Inc.
Internal Address: Phillips Tower - West Tower
Street Address: 777 S. Flagler Dr
City: West Palm Beach State FL ZIP: 33401
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41).....\$ 815.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

08/23/2003 2200PER 00000200 2317007

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 775.00 DP

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.

Laura Konrath
Name of Person Signing

Signature

8/19/03
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 4000

TRADEMARK
REEL: 002810 FRAME: 0887

Continuation
Item 4SCHEDULE A

2. Trademarks

SCHEDULE OF MARKS

<u>Marks</u>	<u>Registration No./Application</u>	<u>Date</u>
R Stylized	2,317,087	2-8-00
SPOT MATE	75/666,401	3-23-99
R Stylized	75/788,787	8-20-99
E Stylized	75/418,799	1-9-98
E SERIES	75/391,526	11-11-97
R Stylized	2,298,752	12-7-99
E and design	75/374,513	10-6-97
E SERIES and Design	75/374,507	10-6-97
STAR SUMMIT	75/374,499	10-10-97
R and Design	2,130,763	1-20-98
RAINBOW	2,124,034	12-23-97
Design only	2,133,614	2-3-98
Design only	2,127,952	1-13-98
Design only	2,136,437	2-17-98
RAINBOWMATE Stylized	1,897,430	6-6-95
Design only	2,108,080	10-28-97
Design only	2,143,799	3-17-98
Design only	2,110,206	11-4-97
Design only	1,873,695	1-17-95
Design only	1,877,341	2-7-95
RAINBOW and Design	1,914,623	8-29-95
Design only	1,872,461	1-10-95
Design only	1,873,523	1-17-95
RAINBOW MATE	1,782,060	7-13-93
RAINBOW		
PACSETTTERS and Design	1,548,577	7-18-89
Design Only	1,476,692	2-16-88
R and Design	1,448,262	7-21-87
Design Only	1,436,270	4-14-87
Design Only	1,436,269	4-14-87
AQUAMATE Stylized	1,218,263	11-30-82
RAINBOW	993,728	9-24-74
REXAIR Stylized	610,593	8-16-55

(38)

TRADEMARK
REEL: 002084 FRAME: 0119TRADEMARK
REEL: 002810 FRAME: 0888

Execution Copy

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Release**”) is made as of July 15, 2003 (the “**Effective Date**”), in favor of Rexair, Inc (the “**Pledgor**”) by (i) Bank of America, N.A., as Collateral Agent (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 Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders (the “**Collateral Trustees**”). Terms used and not otherwise defined herein are used herein as defined, as applicable, in the Collateral Trust Agreement and/or the Pledge and Security Agreement referred to below.

WHEREAS, reference is made 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 Repair Collateral Agent for its benefit sand 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**”);

WHEREAS, 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;

WHEREAS, 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 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;

WHEREAS, reference is made to that certain Grant of Security Interest in United States Patents and Trademarks, dated as of March 24, 2000 (as amended,

amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) by and among the Collateral Agent, the Collateral Trustees and the Pledgor, pursuant to which the Pledgor granted (i) a trust priority security interest to the Rexair Collateral Agent for the benefit of the Secured Creditor 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 (as defined in the Collateral Trust Agreement) in each case and to all of the Pledgor’s right, title and interest in and to the Additional Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was filed on April 6, 2000 with the United States Patent and Trademark Office under reel and frame numbers 010742/0154 with respect to patents and 2064/0118 with respect to trademarks;

WHEREAS, in connection with a certain Omnibus Release of Security Interest dated as of July 15, 2003, the Pledgors have requested that the Rexair Collateral Agent and the Collateral Trustees release and discharge fully their liens on and security interests in the Pledgors intellectual property listed on Schedule A hereto (the “**Released Intellectual Property**”), which liens and security interests were granted pursuant to the IP Collateral Documents; and

WHEREAS, the Collateral Agent and the Collateral Trustees are willing to release and discharge fully the Released Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and Collateral Trustees hereby agree as follows:

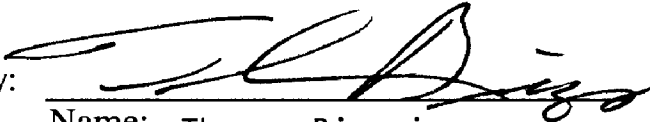
1. The Collateral Agent and the Collateral Trustees, on behalf of itself and their successors, legal representatives and assigns, hereby releases to each Grantor all of the Collateral Agent’s liens on and security interest in, to and under the Released Intellectual Property.
2. The Collateral Agent and the Collateral Trustees acknowledge and affirm that all of their rights and remedies and all of the Grantor’s obligations under the IP Collateral Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.
3. This Release may be executed in one or more counterparts, and by the Collateral Agent and the Collateral Trustees in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

4. The Collateral Agent and the Collateral Trustees hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this Release.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.

BANK OF AMERICA, N.A. as Collateral Agent

By: 
Name: Thomas Biaggi
Title: Managing Director

WILMINGTON TRUST COMPANY, as Collateral Trustee

By: _____
Name:
Title:

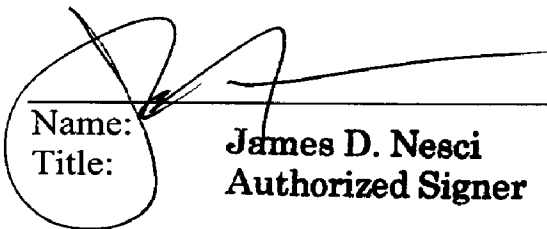
DAVID A. VANASKEY, as Collateral Trustee

IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.


BANK OF AMERICA, N.A. as Collateral Agent

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, as Collateral Trustee

By:  _____
Name: **James D. Nesci**
Title: **Authorized Signer**

DAVID A. VANASKEY, as Collateral Trustee

 _____

SCHEDULE A

1. Patents

<u>Number</u>	<u>Title</u>	<u>Issue / Filing Date</u>
29/083,412 (Design)	Vacuum cleaner	Filed February 4, 1998
29/083,413 (Design)	Vacuum cleaner	Filed February 4, 1998
D 420,476 (Design) ✓	Water container for a vacuum cleaner	February 8, 2000
D 414,305 (Design) ✓	Design of a dolly for a vacuum cleaner	September 21, 1999
29/083,515 (Design)	Accessory holder vacuum cleaner	Filed February 4, 1998
5,949,175 ✓	Brush holder for electric motor	September 7, 1999
5,943,731 ✓	Vacuum cleaner accessory holder	August 31, 1999
6,032,328 ✓	Crevice cleaning tool for a vacuum cleaner apparatus	March 7, 2000
5,974,623 .	Vacuum cleaner motor housing	November 2, 1999
5,924,642 ✓	Cleat having retractable retaining arms.	July 20, 1999
5,902,386 ✓	Reduced diameter separator for a vacuum cleaner apparatus	May 11, 1999
4,735,555 ✓	Air blower assembly for vacuum cleaner	April 5, 1988
4,640,697 ✓	Vacuum cleaner construction	February 3, 1987
4,824,333 ✓	Air blower assembly for vacuum cleaners	April 25, 1989
4,693,734 ✓	Vacuum cleaner construction	September 15, 1987
5,991,972 ✓	Height adjustment mechanism for a cleaning tool	November 30, 1999
4,851,017 ✓	Radial cooling fan for vacuum cleaner motor	July 25, 1989
4,485,518 .	Wet-dry vacuum cleaning apparatus	December 4, 1984
D 296,945 (Design) .	Vacuum cleaner top	July 26, 1988
5,030,257 .	Separator for a vacuum cleaner system	July 9, 1991
5,096,475 .	Separator for a vacuum cleaner system	March 17, 1992
5,090,974 .	Separator for a vacuum cleaner system	February 25, 1992
D 416,115 (Design) .	Vacuum cleaner nozzle	November 2, 1999
29/087,300 (Design)	Vacuum cleaner nozzle	April 30, 1998
5,123,141 .	Cleaning tool having airflow directing manifold for a	June 23, 1992

PATENT
REEL: 010742 FRAME: 0165

TRADEMARK
REEL: 002810 FRAME: 0894

Released Intellectual Property

5,022,115 ·	vacuum cleaner system Intake nozzle assembly for a liquid bath vacuum cleaner	June 11, 1991
5,125,129 ·	Intake nozzle assembly for a liquid bath vacuum cleaner	June 30, 1992
5,109,568 ·	Handle assembly for a vacuum system cleaning tool	May 5, 1992
D 334,447 ·	Vacuum cleaner handle	March 30, 1993
5,280,666 ·	Squeegee apparatus for a vacuum cleaner system	January 25, 1994
D 347,305 ·	Vacuum cleaner nozzle	May 24, 1994
5,537,710 ·	Cleaning tool having split manifold	July 23, 1996
D 376,879 ·	Housing design for a power nozzle	December 24, 1996
09/298,137 (Utility)	Filter for a vacuum cleaner	Filed April 23, 1999
D 419,731 ·	Wet-dry vacuum cleaning apparatus	January 25, 2000
09/302,212	Vacuum cleaner	Filed April 29, 1999
09/360,604	Accessory holder for a vacuum cleaner	Filed July 26, 1999
09/490,708	Filter cartridge	Filed January 25, 2000

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PATENT
REEL: 010742 FRAME: 0156

TRADEMARK
REEL: 002810 FRAME: 0895

SCHEDULE A

2. Trademarks

SCHEDULE OF MARKS

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RAINBOW	993,728	9-24-74
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TRADEMARK
REEL: 002084 FRAME: 0119