

09-26-2003

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

RE



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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 and Oreck Holdings, LLC

9.22.03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: November 26, 2002

2. Name and address of receiving party(ies)

Name: Techtronic Appliances Holdings Company Limited

Internal Address: Clarendon House

Street Address: 2 Church Street

City: Hamilton State: Zip: Bermuda HM 11

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other a Bermudan corporation

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) 2,536,255

1,898,577; 1,336,302; 1,336,301

Additional number(s) attached Yes No

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

Name: Allison Villafane

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019-6099

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-2405

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9. Signature.

Allison Villafane Name of Person Signing

Signature

09/11/03 Date

Total number of pages including cover sheet, attachments, and document: 10

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

09/25/2003 LNUELLER 00000157 232405 2536255

01 FC:8521 40.00 DA 02 FC:8522 75.00 DA

TRADEMARK REEL: 002831 FRAME: 0175

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of November 26, 2002, is made and delivered by Oreck Manufacturing Company, a Delaware corporation (“**Oreck**”) and Oreck Holdings, LLC (“**LLC**” and together with Oreck, the “**Assignors**”) and Techtronic Appliances Holdings Company Limited, a Bermudan corporation (“**Assignee**”).

WHEREAS, by the Bill of Sale, Assignment and Assumption Agreement, dated November 26, 2002 (the “**Agreement**”), Assignors agreed to assign to Assignee all common law rights in the trademarks and service marks listed on the attached Schedule A hereto, all applications and registrations pertaining thereto, and all goodwill associated therewith, including the listed applications to and registrations in the United States Patent and Trademark Office and in the Trademark Offices of the foreign jurisdictions set forth therein, together with all the assets of the business conducted under the Marks, and all rights to claims of past infringement thereof (collectively the “**Marks**”); and

NOW THEREFORE, in consideration of the sum of ten dollars (\$10) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all right, title and interest throughout the world in and to: (i) the Marks, including all applications or registrations therefor and all goodwill pertaining thereto; (ii) the portion of the business of Assignor to which the listed intent-to-use applications apply; (iii) all income, royalties, damages and payments now due or which hereafter become due or payable in respect to thereto; (iv) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of thereof; and (v) all rights corresponding to the foregoing.

This Assignment is effective as of the date hereof. Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred.

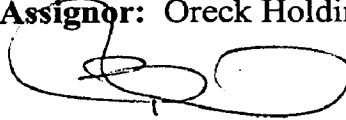
IN WITNESS WHEREOF, the undersigned has executed this Assignment as of November 26, 2002.

Assignor: Oreck Manufacturing Company



By: Bruce J. Oreck
Title: Vice President and General Counsel

Assignor: Oreck Holdings, LLC



By: Bruce J. Oreck
Title: President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 27th day of November, 2002, before me personally appeared Bruce J. Oreck to me personally known, who, being duly sworn, did say that he is the Vice President and General Counsel of Oreck Manufacturing Company and President of Oreck Holdings, LLC and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporations.

Joseph N. Zarro

JOSEPH ZARRO
Notary Public, State of New York
No. 01ZA6049837
Qualified in New York County
Commission Expires Oct. 23, ~~2001~~ 2002

Schedule A

Regina Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>
Regina	Australia	9	Registered	494,659	A494,659
Regina	Australia	11	Registered	494,661	A494,661
Regina	Australia	3	Registered	494,660	A494,660
Regina	Benelux	8, 9, 11	Registered	739,037	473,225
Regina	Canada	7, 9	Registered	189,639	UCA023,314
Regina	Canada	7	Registered	594,737	TMA352,144
Steemer					
Regina (stylized)	Chile	7, 9	Registered	168,371	368.561
Regina	European Community	3, 7, 37	Registered	818,187	818,187
Regina	France	7, 9	Registered	INPI171,719	1,568,159
Regina	France	7, 9	Registered	INPI695,366	1,265,072
Regina	Germany	7, 9	Registered	R19,687/7 Wz	932,269
Regina	Germany	7, 9	Registered	G23,623/7 Wz	940,462
Elektrikbroom					
Elektrikbroom	Germany	7, 9	Registered	R26,851/9 WZ	888,129
Regina	Germany	3, 11	Registered	R46,416/11 Wz	1,133,691
Homespa					
Regina	Greece	9	Registered	42,742	42,742
Regina	Ireland	21	Registered	041,449	041,449
Regina	Ireland	9	Registered	078,569	078,569
Elektrikbroom					
Regina	Italy	9, 21	Pending	4444 99RM	-
Regina	Italy	9	Registered	38,092/C90	615,031
Regina	Jamaica	9	Registered	14,652	14,652
Regina	Japan	6, 7, 8, 9, 11, 12, 15, 16, 17, 19, 20, 21, 22, 26	Registered	S48-175,963	1,406,801

Regina (stylized)	Panama	7	Registered	60218	60218
Regina	Panama	7	Registered	60217	60217
Regina (stylized)	South Africa	9	Registered	29/858	29/858
Regina Elektrikbroom	South Africa	9	Registered	69/3842	69/3842
Regina	Spain	7, 9	Registered	188,368	188,368
Regina and Design	Switzerland	7,9	Registered	00662/1990	379,190
Regina (stylized)	United Kingdom	7, 9	Registered	506,447	506,447
Regina Elektrikbroom	United Kingdom	9	Registered	947,193	947,193
Regina	US	21	Registered	76/200,196	2,536,255
Regina and Design	US	7,9	Cl. 7 - Registered Cl. 9 - Registered (*Cl. 7 to be canceled under Section 8)	74/441,082	1,898,577
Regina	US	7	Registered	73/494,463	1,336,302
Regina Steemer	US	7	Registered	73/494,356	1,336,301