

5/28/04

06-03-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102757910

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

1. Name of conveying party(ies):
White Consolidated Industries, Inc.
 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: Electrolux, Inc.
Internal Address: Legal Department
Street Address: 18013 Cleveland Parkway #100
City: Cleveland State: OH Zip: 44135
 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

3. Nature of conveyance:
 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) _____
B. Trademark Registration No.(s) _____
1325462 and 1791430
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Electrolux North America
Internal Address: Legal Dept.

Street Address: 18013 Cleveland Parkway
Suite 100
City: Cleveland State: OH Zip: 44135

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
George E. Hawranko George E. Hawranko May 28, 2004
Name of Person Signing Signature Date

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

06/02/2004 DBYRNE 0000045 1325462
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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

EU 511755828 US

TRADEMARK
REEL: 002981 FRAME: 0674

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 **WHITE CONSOLIDATED INDUSTRIES, INC.**, a Delaware corporation ("WCI") and **ELECTROLUX, INC.**, a Delaware corporation.

RECITALS:

- (A) WCI is engaged in the U.S.A., *inter alia*, in the following businesses hereinafter collectively referred to as the "Business":
- (1) The Eureka Company Division is engaged, *inter alia*, in the business of designing, manufacturing, distributing, marketing and servicing consumer floor care products and component, replacement and service parts therefor from facilities located in Bloomington, Illinois and El Paso, Texas; and
 - (2) The Beam Industries Division is engaged, *inter alia*, in the business of designing, manufacturing, distributing, marketing and servicing central vacuum cleaner systems from a facility located in Webster City, Iowa; and
- (B) WCI desires to transfer to ELECTROLUX, INC. and ELECTROLUX, INC. desires to purchase from WCI all of the assets, properties and businesses of WCI used in the Business as they exist on the Effective Date (the "Transferred Assets") subject to the assumption by ELECTROLUX, INC. of all of the liabilities and obligations of WCI with respect to the Business as they exist on and after the Effective Date (the "Assumed Liabilities"); and
- (C) WCI desires that its transfer of the Transferred Assets to ELECTROLUX, INC., qualify under section 351 of the Internal Revenue Code of 1986, as amended, as a tax-free exchange of assets for stock.

NOW THEREFORE, in consideration of the delivery by ELECTROLUX, INC. to WCI of 10 shares of its common stock par value \$10.00, the receipt of which is hereby acknowledged, WCI hereby conveys, assigns, transfers, and delivers, as of the Effective Date, possession to

ELECTROLUX, INC., its successors and assigns, of all of the right title, and interest of WCI in and to the Transferred Assets, including without limitation, all of the following:

- (a) Real properties consisting of land, the buildings, structures, fixtures and improvements thereon and all other appurtenances thereto located in Bloomington, IL, El Paso Texas, and Webster City, Iowa;**
- (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 cash on hand and in banks, deposits, accounts and notes receivable; and**
- (h) 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 WCI;**

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, WCI, for itself and its successors and assigns, hereby covenants with ELECTROLUX, INC., 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 ELECTROLUX, INC., its successors and assigns, of the Transferred Assets.

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

ELECTROLUX, INC. 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.

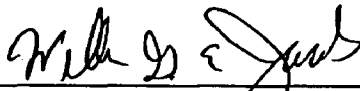
This Instrument is not intended to, and shall not result in the waiver or release of any rights which WCI may have under any insurance or indemnification contracts or agreements, and WCI agrees that it will assert any and all such rights which it may have thereunder for the account of ELECTROLUX, INC..

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

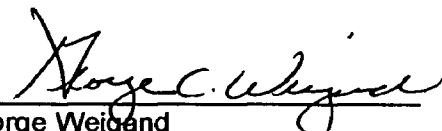
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed.

Attest:



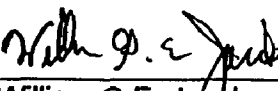
 William G.E. Jacobs
 Assistant Secretary

WHITE CONSOLIDATED INDUSTRIES, INC.

BY: 

 George Weigand
 Senior Vice President And Chief Financial Officer

Attest:



 William G.E. Jacobs
 Assistant Secretary

ELECTROLUX, INC.

BY: 

 Mark Russell
 Vice President-Taxes