

6/3/04

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102759697

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

1. Name of conveying party(ies):

Electrolux, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 2, 2002

2. Name and address of receiving party(ies)

Name: White Consolidated Limited

Internal Address: Legal Department

Street Address: 18013 Cleveland Parkway

City: Cleveland State: OH Zip: 44135

- Individual(s) citizenship Association General Partnership Limited Partnership Texas 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

#100

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:

2

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. Hawrano Name of Person Signing

George E. Hawrano Signature

6/1/04 Date

Total number of pages including cover sheet, attachments, and document: 4

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

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**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 **ELECTROLUX, INC.**, a Delaware corporation ("EI") and **WHITE CONSOLIDATED LTD.**, a Texas limited partnership ("WCL").

**RECITALS:**

- (A) EI is engaged in the U.S.A. in the following businesses hereinafter collectively referred to as the "Business":
- (1) The Eureka Company Division is engaged, *inter alia*, in the business of manufacturing, selling and distributing vacuum cleaners, floor care products and associated parts and accessories from a facility located in Bloomington, Illinois; and
  - (2) The Beam Industries Division is engaged, *inter alia*, in the business of manufacturing, selling and distributing central vacuum cleaning systems and associated parts and accessories from a facility located in Webster City, Iowa; and
- (B) EI desires to transfer to WCL and WCL desires to acquire from EI all of the assets, properties and businesses of EI used in the Business as they exist on the Effective Date (the "Transferred Assets") subject to the assumption by WCL of all of the liabilities and obligations of EI with respect to the Business as they exist on and after the Effective Date (the "Assumed Liabilities"); and
- (C) EI intends that the transfer of the Transferred Assets to WCL in consideration for the partnership interest granted to EI as described below will be treated as a tax-free exchange under section 721 of the Internal Revenue Code of 1986, as amended, and will be treated as effected in conjunction with the transfer of cash to WCL by Electrolux Professional, Inc. ("EPI"), on or about the same date hereof, in exchange for the general partnership interest granted to EPI pursuant to that certain

Agreement of Limited Partnership of White Consolidated Industries, Ltd. dated the 2<sup>nd</sup> of January, 2002.

**NOW THEREFORE**, in consideration of the delivery by WCL to EI of the partnership interest granted to EI pursuant to that certain Agreement of Limited Partnership of White Consolidated Industries, Ltd. the receipt of which is hereby acknowledged, EI hereby conveys, assigns, transfers, and delivers, as of the Effective Date, possession to WCL, its successors and assigns, of all of the right title, and interest of EI in and to the Transferred Assets, including without limitation, all of the following:

- (a) all real property leases;
- (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 intellectual property including all tradenames, trademarks, and patents;
- (h) all cash on hand and in banks, deposits, accounts and notes receivable; and
- (i) 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 EI;

**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, EI, for itself and its successors and assigns, hereby covenants with WCL, 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 WCL, its successors and assigns, of the Transferred Assets.

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

WCL 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 EI may have under any insurance or indemnification contracts or agreements, and EI agrees that it will assert any and all such rights which it may have thereunder for the account of WCL.

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

ELECTROLUX, INC.

By: William G.E. Jacobs  
William G.E. Jacobs  
Assistant Secretary

By: George C. Weigand  
George C. Weigand  
President

Attest:  
By: George Hawranko  
George Hawranko  
Assistant Secretary

WHITE CONSOLIDATED, LTD.  
By: Mark Russell  
Mark Russell  
Vice President