FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
**TRADEMARK**

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

## Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

## Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 11/02/2004

Name: Playtex Products, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

## Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BISSELL Homecare, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 2345 Walker Ave., N.W.

Address (line 2):

Address (line 3): Grand Rapids (City) MI (State/Country) 49544 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: Michigan

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Mail documents to be recorded with required cover sheet(s) information to:**
**Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231**

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U.S. Department of Commerce
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## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

## Correspondent Name and Address

Area Code and Telephone Number (202) 289-1313

Name: Joseph D. Lewis, Esq.

Address (line 1): c/o Barnes & Thornburg, LLP

Address (line 2): 750 17th Street, N.W.

Address (line 3): Suite 900

Address (line 4): Washington, D.C. 20006

## Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

## Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---|---|---|---|---|---|
| 76/064269 | | | 2093758 | 2643841 | |
| 78/464217 | | | 2182684 | 2644348 | |
| | | | 2635896 | 2787316 | |

## Number of Properties

Enter the total number of properties involved. # 8

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 215.00

Method of Payment: Enclosed ☐ Deposit Account ☒

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 02-1010

Authorization to charge additional fees: Yes ☒ No ☐

## 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. Charges to deposit account are authorized, as indicated herein.*

| Joseph D. Lewis | | 11/17/04 |
|---|---|---|
| Name of Person Signing | Signature | Date Signed |

# CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment"), effective as of November 2, 2004, is made by Playtex Products, Inc., a Delaware corporation ("Assignor"), in favor of BISSELL Homecare, Inc., a Michigan corporation ("Assignee").

WHEREAS, Assignor, Playtex Manufacturing, Inc., a Delaware corporation, and BISSELL Inc., a Michigan corporation ("BISSELL"), have entered into an Asset Purchase Agreement, dated as of September 27, 2004 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), in which Assignor agreed to sell, convey, assign and transfer to BISSELL all of its right, title and interest in and to the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks") and any and all goodwill associated with the Marks;

WHEREAS, BISSELL and Assignee have notified Assignor in writing that all of the rights of BISSELL under the Asset Purchase Agreement have been validly assigned to Assignee;

WHEREAS, the parties have executed a General Conveyance, Bill of Sale and Assignment ("Bill of Sale") as of the same date as this Assignment; and

WHEREAS, the parties want to execute this Assignment for purposes of filing this Assignment with the United States Patent and Trademark Office, as well as any other state or foreign offices in which filings are to be made.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns and transfers to Assignee, free and clear of all Liens, other than Permitted Liens, all of its right, title, and interest in and to the following:

1. each of the Marks;

2. all common law rights appurtenant to the Marks;

3. the goodwill of the business symbolized by and associated with the Marks; and

4. all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claim by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Marks or violations of the licenses of the Marks.

Nothing contained in this Assignment shall in any way supplement, supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, and the representations, warranties, covenants and agreements of the Buyer or the Sellers set forth in the Purchase Agreement, this Assignment, along with the Bill of Sale, being intended only to effect the transfer of the Marks by the Sellers to the Buyer pursuant to the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be duly authorized and executed as of the date hereof.

Playtex Products, Inc.

By:_____
Name:
Title:

BISSELL Homecare, Inc.

By: Mark J. Bissell
Mark J. Bissell
President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be duly authorized and executed as of the date hereof.

Playtex Products, Inc.

By: _____
Name:
Title:

BISSELL Homecare, Inc.

By: _____
Mark J. Bissell
President and Chief Executive Officer

# SCHEDULE 1

## TRADEMARKS AND SERVICE MARKS

### Trademarks

| Trademark | Registration No. | Registration Date | Country |
|---|---|---|---|
| FIBRAPURE | 2643841 | 10/29/2002 | USA |
| HEAVY TRAFFIC | 2093758 | 9/2/1997 | USA |
| OXY DEEP | 2787316 | 11/25/2003 | USA |
| PHEROBLOC | 2635896 | 10/15/2002 | USA |
| POWER SHOT | 2644348 | 10/29/2002 | USA |
| STAIN SOLUTIONS | 2182684 | 8/18/1998 | USA |
| PHEROBLOC | TMA0554877 | 12/3/2001 | CA |

### Trademark Applications

| Trademark | Application No. | Filing Date | Country |
|---|---|---|---|
| DEEP CLEANS WITH CARE | 76-064269 | 6/6/2000 | USA |
| POWER BURST | CA111928800 | 10/23/2001 | CA |
| POWER SHOT | CA112001300 | 10/31/2001 | CA |
| PRO SHOT | CA112091600 | 11/2/2001 | CA |
| SPOT & STAIN | CA089542700 | 11/4/1998 | CA |
| STAIN DEFENSE | 78464217 | 8/9/2004 | USA |

STATE OF Connecticut )
: ss.:
COUNTY OF Fairfield )

On this 2nd day of November, 2004 before me personally came Glenn A. Forbes, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Executive V.P. of Playtex Products, Inc.; he signed the instrument in the name of Playtex Products, Inc.; and he had the authority to sign the instrument on behalf of Playtex Products, Inc.

Notary Public

William Stammer

WILLIAM B. STAMMER
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2006

SBDS02 KTHOMAS 305086v2