### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Serial Number 78/017,320 previously recorded on Reel 002842 Frame 028. Assignor(s) hereby confirms the Security Agreement.

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Euro-Pro Operating LLC		09/05/2003	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78047320	WILDCAT

### **CORRESPONDENCE DATA**

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 430-8308

Email: sgordon@omm.com

Correspondent Name: Shari L. Gordon

Address Line 1: 400 S. Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

NAME OF SUBMITTER:	Francie R. Gorowitz
Signature:	/Francie R. Gorowitz/
Date:	12/28/2004

TRADEMARK REEL: 002998 FRAME: 0504

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**Total Attachments: 17** source=Coversheet#page1.tif source=Security#page1.tif source=Security#page2.tif source=Security#page3.tif source=Security#page4.tif source=Security#page5.tif source=Security#page6.tif source=Security#page7.tif source=Security#page8.tif source=Security#page9.tif source=Security#page10.tif source=Security#page11.tif source=Security#page12.tif source=Security#page13.tif source=Security#page14.tif source=Security#page15.tif source=Security#page16.tif

10/4/03-

10-15-2003

OMB No. 0651-0027 (exp. 6/30/2005)  Tab settings	1025	574725 <b>▼</b>
To the Honorable Commissioner of Pate	ents and Trademarks: I	Please record the attached original documents or copy there
1. Name of conveying party(ies):		2. Name and address of receiving party(ies)
EURO-PRO OPERATING LLC		Name: American Capital Financial Services, Internal
Individual(s) As	ssociation	Address:
	mited Partnership	Street Address: 2 Bethesda Metro Center, 14
Corporation-State		City: Bethesda State: MD Zip: 20814
Other of Delaware		Individual(s) citizenship
		Association
Additional name(s) of conveying party(ies) atta	ached? Yes 🗸 No	
3. Nature of conveyance:		Limited Partnership
Assignment	Merger	Corporation-State of Delaware
Security Agreement	Change of Name	Other
Other	_ ~	If assignee is not domiciled in the United States, a domestic
Execution Date: September 5, 2003		representative designation is attached: Yes No (Designations must be a separate document from assignment)
		Additional name(s) & address( es) attached? Yes
4. Application number(s) or registration nu	, ,	
A. Trademark Application No.(s)		B. Trademark Registration No.(s)
SEE ATTACHED "SCHEDULE A'		SEE ATTACHED "SCHEDULE A"
A	Additional number(s) at	ttached 🗸 Yes 🔲 No
5. Name and address of party to whom co	rrespondence	6. Total number of applications and
concerning document should be mailed:  Name: Nicole Herron Kolhoff, Esq.		registrations involved:
		2 140 0
Internal Address: O'Melveny & Myers L	LP	7. Total fee (37 CFR 3.41)\$\(\frac{2,140.00}{2}\)
		<b>✓</b> Enclosed
		Authorized to be charged to deposit accour
Street Address: 400 S. Hope Stree		8. Deposit account number:
City: Los Angeles State: CA Zip		
9. Signature.	DO NOT USE	THIS SPACE
-		
-	Mai	11/
Nicole Herron Kolhoff, Esq.		October 8, 2003
Name of Person Signing		ignature Date

### TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of September 5, 2003, made by EURO-PRO OPERATING LLC, a Delaware limited liability company ("Grantor"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as administrative and collateral agent (the "Agent"), for the purchasers ("Purchasers") who are parties to that certain Note Purchase Agreement (as the same may hereafter be amended or otherwise modified from time to time, the "Purchase Agreement") by and among Grantor, Euro-Pro Holdings LLC, a Delaware limited liability company, Euro-Pro Management Company, a Delaware corporation, Purchasers and Agent.

### WITNESSETH:

WHEREAS, the parties thereto have entered into the Purchase Agreement pursuant to which Purchasers have, subject to certain conditions precedent, agreed to purchase certain Notes (as defined in the Purchase Agreement) from the Grantor; and

WHEREAS, Purchasers have required as a condition, among others, to the purchase of the Notes, in order to secure the prompt and complete payment, observance and performance of all of Grantor's obligations and liabilities hereunder, under the Notes, the Purchase Agreement, the Note Documents, and under all of the other instruments, documents and agreements executed and delivered by Grantor to Agent in connection with the Purchase Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Purchasers.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

### 1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Purchase Agreement shall have the meanings specified in the Purchase Agreement.
- (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and <u>vice versa</u>, unless otherwise specified.

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- 2. <u>Security Interest in Trademarks</u>. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent for its benefit and the ratable benefit of Purchasers, a security interest having priority over all other security interests except for the security interest in favor of the Senior Lender Agent and Senior Lenders pursuant to the Senior Credit Documentation, with power of sale to the extent permitted by applicable law, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:
  - (i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this Section 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
  - (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
  - (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Purchase Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

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- 3. Restrictions on Future Agreements. After the date hereof, Grantor will not, without the prior written consent of Agent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by licensees or others subject to its control, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.
- 4. New Trademarks. Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names (used within the last three years), service marks, service mark registrations, service mark applications and license agreements in registered connection with trademarks. trademarks. applications, trade names, service marks, registered service marks and service mark applications now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications (except intentto-use applications), trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application (except intent-touse applications), trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names. service marks, service mark applications and license agreements in with trademarks, registered trademarks, applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks. registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

- 5. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized pursuant to Section 11 shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.
- 6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Purchase Agreement terminated in accordance with its terms. At such time, the rights, liens and security interests granted to Agent hereunder shall also terminate and Agent shall promptly deliver to Grantor all such documents and instruments requested by Grantor as may be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination, including, without limitation, the rights granted under Section 21.
- 7. Further Assignments and Security Interests. From and after the occurrence of an Event of Default, and subject to the terms of the Purchase Agreement, Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its reasonable judgment. may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks. Except as specifically permitted by the Purchase Agreement, Grantor agrees (a) not to sell or assign its respective interests in, the Trademarks or the Licenses and (b) not to grant any license in the Trademarks or Licenses. In addition, Grantor agrees (x) to use reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (y) not to change the quality of such products in any material adverse respect, in each case, without the prior written consent of Agent.
- 8. <u>Duties of Grantor</u>. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business (as determined by the Board of Grantor in its reasonable business judgment) and consistent with Grantor's current business practices (i) to use reasonable efforts to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which

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is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable, in the Grantor's reasonable judgment, in the operation of the Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

- 9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Purchase Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.
- 10. <u>Waivers</u>. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Purchase Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Purchase Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Purchase Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Purchase Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and

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- (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and the Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Grantor's business.
- 12. Authority of Agent. Grantor acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement shall, as between Agent and Purchasers, be governed by the Purchase Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Agent and Grantor, Agent shall be conclusively presumed to be acting as agent for Purchasers with full and valid authority so to act or refrain from acting, and Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.
- 13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by all the parties hereto.
- 15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of the Purchase Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby authorizes Agent to, in its sole discretion (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in the best interest of Agent and Purchasers, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable

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terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Grantor hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Purchase Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

- 16. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns as permitted by the Purchase Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
- 17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Maryland.
- 18. <u>Notices</u>. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Purchase Agreement.
- 19. <u>Section Headings</u>. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
- 20. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 21. Right to Record Security Interest. Agent shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Grantor of such recordings. Upon satisfaction in full of the Obligations and termination of the Purchase Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such

- satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Grantor. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.
- 22. <u>Intercreditor Agreement</u>. Notwithstanding anything to the contrary contained herein, the exercise by the Agent of its rights and remedies hereunder is subject to certain restrictions solely in favor of the Senior Lender Agent as set forth in that certain Intercreditor Agreement, as amended, modified or supplemented from time to time, while such Intercreditor Agreement is in effect. Grantor agrees that (i) nothing contained in the Intercreditor Agreement shall be deemed to amend, modify, supercede or otherwise alter the terms of the respective agreements between any Loan Party and each Creditor (as defined in the Intercreditor Agreement) and (ii) the Intercreditor Agreement and this paragraph is solely for the benefit of the Creditors and shall not give any Loan Party, its successors or assigns or any other person any rights vis-àvis any Creditor.

[SIGNATURE PAGE FOLLOWS]

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# Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

EURO-PRO OPERATING LLC, a

Delaware limited liability company

Title: Nice President and General Tourses

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Trademark and License TRADEMARK!

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STATE OF Mall SS

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 5th day of September, 2003, by Francing Posen 2003, personally known to me to be the Nice President and General Country of EURO-PRO OPERATING LLC, a Delaware limited liability company, on behalf of such entity.

Notary Public

My commission expires:

LA1:1017524

# AMERICAN CAPITAL FINANCIAL SERVICES, INC.,

a Delaware corporation, as Agent for the Purchasers

Name:

Jeri J. Harma

Title:

or Vice President

REEL: 002998 FRAME: 0517

STATE OF GUPONA )

SS

COUNTY OF LERNAEUT)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this we day of September, 2003, by the second personally known to me to be the STA VICE FOREST OF AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, on behalf of such entity.

R. GERALD HEYMAN
Comm. # 1332738
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Dec. 23, 2005

Notary Public

My commission expires: 12/22/05

## **SCHEDULE A**

to Trademark and License Security Agreement

# **TRADEMARKS**

Grantor has the following trademarks:

Please see attached.

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### **SCHEDULE A**

# U.S. Trademark and Trademark Registrations

	•	gistrations ent and Trademark Office
Trademark or Service Mark	Registration No.	Registration Date
ATOMIC ANT	2,686,483	2/11/2003
BLAST IT CLEAN WITH THE POWER OF STEM	2,678,989	1/21/2003
BLIZZARD	2,266,686	8/3/1999
BRAVETTI	2,610,354	8/20/2002
BRAVETTI	2,383,821	9/5/2000
CROSSWIND	2,369,178	7/18/2000
DESTINY	1,752,266	2/16/1993
DRESSMAKER	1,658,013	9/24/2001
DRYTECH	1,546,988	7/11/1989
EURO-PRO	2,053,143	4/15/1997
EURO-PRO	2,373,148	8/1/2000
EURO-PRO	2,390,249	9/26/2000
EURO-PRO	1,906,387	7/18/1995
EURO-PRO BY	2,373,159	8/1/2000
MERKSOHN (STYLIZED)	_,,,	
EURO-PRO IRONING SOLUTION	1,899,467	6/13/1995
FALCON	2,742,946	7/29/2003
FANTOM	2,197,243	10/20/1998
FANTOM	2,238,107	4/13/1999
FANTOM	1,687,058	5/12/1992
FANTOM & Design	2,197,702	10/20/1998
FANTOM TECHNOLOGIES	1,958,218	2/27/1996
FURY	2,054,030	4/22/1997
INFINITY	1,892,569	5/2/1995
IONA	1,558,792	10/3/1989
IRONING SOLUTION	1,896,709	5/30/1995
LIGHTING	2,082,903	7/29/1997
MERKSOHN	2,373,195	8/1/2000
MINI STEAM ZAPPER	2,731,542	7/1/2003
OMEGA	2,599,000	7/23/2002
OMEGA	2,677,926	1/21/2003
PORTABLE WONDER	2,675,382	1/14/2003
SHOCKWAVE	2,389,152	9/26/2000
SPEEDVAC	1,016,286	7/22/1975
SQUEEZE 'N' GO	2,525,723	1/1/2002
STAIRHIGGER	2,197,225	10/20/1998
STEAM BLASTER	2,670,155	12/31/2002
STEPHUGGER	2,199,393	10/27/1998

BUSDOCS:1250504.1

	Registrations United States Patent and Trademark Office	
Trademark or Service Mark	Registration No.	Registration Date
STRIKE	2,197,500	10/20/1998
THE LIGHTWEIGHT	2,058,584	5/6/1997
HEAVYWEIGHT		
THE SHARK	2,412,582	12/12/2000
THE SHARK	2,751,036	8/12/2003
THUNDER	2,090,404	8/26/1997
THUNDER XT	2,322,894	2/29/2000
TWISTER	2,135,205	2/10/1998
ULTRA SHARK	2,689,242	2/18/2003

# U.S. Trademark and Pending Applications

	Pending Applications	
	United States Patent and Trademark Office	
Trademark or Service Mark	<u>Serial No.</u>	<u>Filing Date</u>
A (STYLIZED)	76/215,435	02/23/2001
A FANTOM & Design	76/215,429	2/23/2001
BRAVETTI	76/221,679	3/7/2001
CYCLOMATIC	78/168,704	9/27/2002
ELEGANCE	78/192,128	12/06/2002
EUROPA	78/208,285	1/29/2003
EURO-PRO	76/001,656	3/16/2000
EURO-PRO	76/221,680	3/7/2001
FANTOM	75/691,464	4/27/2002
FANTOM	78/204,146	1/16/2003
FANTOM	78/150,936	8/5/2002
FANTOM	78/192,112	12/6/2002
FANTOM Stylized	76/215,433	2/23/2001
FIREBIRD	78/047,327	2/08/2001
HAWK	76/215,428	2/23/2001
HELIX	75/901,506	1/24/2000
OMEGA	76/404,926	5/8/2002
PENGUIN	78/164,461	9/16/2002
QUAD ACTION	78/197,484	12/23/2002
QUICK BREAK	75/803,063	9/17/1999
QUIET WONDER	76/383,864	3/14/2002
ROADSTER	76/415,691	5/31/2002
SHARK	78/191,637	12/05/2002
STINGRAY	78/047,250	2/08/2001
THE DIFFERENCE IS	75/428,098	2/03/1998
CLEAN AND CLEAR		
THUNDERBOLT	78/151,013	8/5/2002

BUSDOCS:1250504.1 TRADEN

	Pending Applications United States Patent and Trademark Office	
<u>Trademark or Service Mark</u>	Serial No.	<u>Filing Date</u>
ULTRA STEAM SHARK	76/383,561	3/18/2002
WALL HUGGING	78/175,326	10/17/2002
TECHNOLOGY		
WILDCAT	78/017,320	2/8/2001
EURO-PRO	78/270,529	7/3/2003
BARE FLOOR FRIENDLY	78/262,733	6/16/2003
BARGAIN CELLAR	78/258,910	6/5/2003
SENSE	78/280,399	7/29/2003
INTELLI-SENSE FILTER	78/243,779	4/30/2003
MONITOR		
PURSUIT	78/282,974	8/4/2003
QUAD BLADE	78/241,056	4/23/2003
SHARK	78/270,532	7/3/2003
SPECTRA	78/284,893	8/8/2003
X-TENDED STEAM BURST	78/280,384	<b>7/29/2</b> 003
FINALLYBAGLESS	78/280,399	8/11/2003
TECHNOLOGY THAT		
MAKES SENSE		

BUSDOCS:1250504.1

**RECORDED: 12/28/2004**