

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Appliance Mfg. Co.		11/10/2005	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Procter & Gamble Company		
<b>Street Address:</b>	One Procter & Gamble Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2865740	SWEEPER VAC	
Registration Number:	2846860	SWEEPER VAC	
Registration Number:	2930840	GETS IT ALL, BIG AND SMALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)983-1992		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(513) 983-6158		
<b>Email:</b>	brown.jm.1@pg.com		
<b>Correspondent Name:</b>	Jessica Brown		
<b>Address Line 1:</b>	One Procter & Gamble Plaza		
<b>Address Line 2:</b>	C-2, Mailbox 11		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Jessica M. Brown		
<b>Signature:</b>	/jessicambrown/		

CH \$90.00 2865740

Date:

02/10/2006

**Total Attachments: 3**

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## AGREEMENT

This Agreement is made effective May 2, 2005, by and between The Procter & Gamble Company, an Ohio Corporation (hereinafter called "P&G"), and Royal Appliance Mfg. Co., a corporation organized and existing under the laws of Ohio (hereinafter called "Royal").

### ARTICLE I BACKGROUND

- 1.1 P&G and Royal entered a Trademark and Technology License Agreement (hereinafter "License Agreement") with an effective date of March 1, 2003 and amended by a letter agreement dated June 16, 2003. Under the License Agreement Royal licensed from P&G certain technology and trademarks to enable Royal to sell products combining a battery operated vacuum and P&G's Swiffer<sup>®</sup> dry mop.
- 1.2 Royal has been selling these combination battery operated vacuum plus dry mop products under the SWEEPER-VAC<sup>®</sup> trademark since May, 2003.
- 1.3 Royal and P&G have determined that it is in their mutual interests for Royal to discontinue the sale of their SWEEPER-VAC<sup>®</sup> products while P&G purchases these products from Royal and sells them in association with its SWIFFER<sup>®</sup> type products as well as in association with the marks SWEEP+VAC<sup>™</sup> and GETS IT ALL, BIG AND SMALL<sup>®</sup>.
- 1.4 Royal is the owner of the SWEEPER-VAC<sup>®</sup> trademark, subject to Registration No. 2,865,740 issued July 20, 2004 and Registration No. 2,846,860 issued May 25, 2004. P&G plans to use and file a trademark registration for the mark SWEEP+VAC<sup>™</sup>, which is confusingly similar to Royal's mark SWEEPER-VAC<sup>®</sup>.
- 1.5 Royal is also the owner of the trademark GETS IT ALL, BIG AND SMALL<sup>®</sup> subject to Registration No. 2,930,840 issued March 8, 2005.
- 1.6 P&G desires to obtain from Royal and Royal agrees to assign to P&G Royal's rights to the trademarks SWEEPER-VAC<sup>®</sup> and GETS IT ALL, BIG AND SMALL<sup>®</sup> in connection with the sale and distribution of battery-operated vacuum cleaners sold in combination with SWIFFER<sup>®</sup> products.
- 1.7 Royal desires to sell its inventory of SWEEPER-VAC<sup>®</sup> Products on a royalty-free basis effective retroactively to January 1, 2004 and continuing until the existing inventory has been exhausted.
- 1.8 Royal is willing to assign said trademarks to P&G and P&G is willing to amend the terms of the License Agreement under the terms and conditions hereinafter set forth.

**ARTICLE II  
DEFINITIONS**

- 2.1 "Royal Trademarks" shall mean SWEEPER-VAC® and GETS IT ALL, BIG AND SMALL®.
- 2.2 Terms defined in the License Agreement and not otherwise defined herein are used herein as defined in the License Agreement.

**ARTICLE III  
TRADEMARK ASSIGNMENT**

- 3.1 In consideration for the License Agreement amendment and royalty-free Inventory Sell-off outlined in Article IV below, the sufficiency of which is hereby acknowledged, Royal does hereby irrevocably sell, assign, and transfer to P&G, its successors and assigns, the entire right, title and interest in and to the Royal Trademarks, whether the foregoing is in the form of common law rights, registrations or pending applications therefore, and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of the Royal Trademarks, and in and to all rights corresponding to the foregoing throughout the world effective. However, P&G shall not be responsible for any infringement by Royal of other trademarks.

**ARTICLE IV  
AMENDMENT TO LICENSE AGREEMENT AND INVENTORY SELL-OFF**

- 4.1 License Agreement Amendment. Section 2.18 (SWEEPER-VAC® Product) of the License Agreement is hereby amended by deleting the entire Section 2.18 and replacing it in its entirety with the following:

"SWEEPER-VAC® Products" shall mean any handheld attachment for use with a Dirt Devil upright or canister vacuum cleaner which attachment combines a handheld vacuum cleaner nozzle with a SWIFFER® mop head, and is marketed, distributed, and sold under the DIRT DEVIL® trademark.

The remainder of Section 2 is not amended and remains in full force and effect

- 4.2 Effect of Amendments to License Agreement. To the extent the terms and conditions of the License Agreement conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control and supersede those of the License Agreement.
- 4.3 Remaining Terms and Conditions of License Agreement. Unless amended herein, all other terms and conditions of the License Agreement shall remain in full force and effect.

4.4 Inventory Sell-Off. P&G hereby agrees to waive the royalties due to P&G for Royal's sale of stand-alone SWEEPER-VAC® products retroactive to January 1, 2004. Royal shall be entitled to sell-off its inventory of said stand-alone products until May 3, 2005. After May 3, 2005 Royal shall be permitted to include stand-alone SWEEPER-VAC® products as a promotion device packed in other Royal vacuum products (and sold primarily in Canada) until December 31, 2005.

**ARTICLE VI  
NOTICES**

6.1 Any notice or other communication in connection with this Agreement shall be in writing in the English language and sent by fax or electronic mail, with confirmation being sent by overnight delivery, next day prepaid, and addressed to the respective parties as follow:

To Royal:

Royal Appliance Mfg. Co.  
7005 Cochran Road  
Glenwillow, Ohio 44139  
Attention: Andrew S, Klaus  
Fax: 440-996-2027

With copy to:

Fay, Sharpe, Fagan, Minnich & McKee, LLP  
1100 Superior Avenue, Seventh Floor  
Cleveland, Ohio 44114  
Attention: Patrick R. Roche  
Fax: 216-861-5582

To P&G:

Vice President,  
External Business Development  
Attention: J.D. Weedman  
The Procter & Gamble Company  
One Procter & Gamble Plaza  
Cincinnati, Ohio 45202  
Fax: 513-983-0911

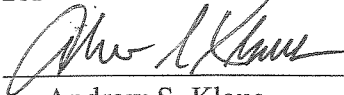
With copy to:

Senior Counsel,  
External Business Development  
Attention: Elizabeth M. Koch  
The Procter & Gamble Company  
One Procter & Gamble Plaza  
Cincinnati, Ohio 45202  
Fax: 513-983-4274

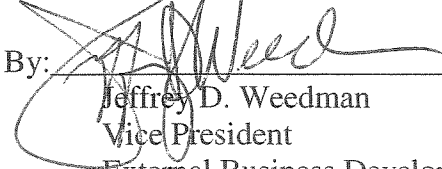
or such other addresses as shall be designated by written notice.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

**ROYAL APPLIANCE MFG. CO.**

By:   
Andrew S. Klaus  
Chief Financial Officer

**THE PROCTER & GAMBLE COMPANY**

By:   
Jeffrey D. Weedman  
Vice President  
External Business Development

Date: 5/2/05

Date: 6/1/05