

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest |

**CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------|
| Credit Suisse, as Second Lien Collateral Agent |          | 08/11/2006     | Bank:       |

**RECEIVING PARTY DATA**

|                          |                         |
|--------------------------|-------------------------|
| <b>Name:</b>             | Rexair, Inc.            |
| <b>Street Address:</b>   | 3221 W. Big Beaver Rd., |
| <b>Internal Address:</b> | Suite 200               |
| <b>City:</b>             | Troy                    |
| <b>State/Country:</b>    | MICHIGAN                |
| <b>Postal Code:</b>      | 48084                   |
| <b>Entity Type:</b>      | CORPORATION: DELAWARE   |

**PROPERTY NUMBERS Total: 30**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1218263 | AQUAMATE  |
| Registration Number: | 2136437 |           |
| Registration Number: | 2127952 |           |
| Registration Number: | 1476692 |           |
| Registration Number: | 2133614 |           |
| Registration Number: | 2373347 | E         |
| Registration Number: | 2375755 | E         |
| Registration Number: | 2379877 | E SERIES  |
| Registration Number: | 2936661 | E2        |
| Registration Number: | 2143799 |           |
| Registration Number: | 1873523 |           |
| Registration Number: | 1877341 |           |
| Registration Number: | 2317087 | R         |

**CH \$765.00 1218263**

|                      |          |                     |
|----------------------|----------|---------------------|
| Registration Number: | 2298752  | R                   |
| Registration Number: | 993728   | RAINBOW             |
| Registration Number: | 2124034  | RAINBOW             |
| Registration Number: | 1782060  | RAINBOW MATE        |
| Registration Number: | 1548577  | RAINBOW PACESETTERS |
| Registration Number: | 1897430  | RAINBOWMATE         |
| Registration Number: | 2130763  | R                   |
| Registration Number: | 1448262  | R                   |
| Registration Number: | 2652458  | RAINMATE            |
| Registration Number: | 2656996  | RAINMATE            |
| Registration Number: | 610593   | REXAIR              |
| Registration Number: | 2563053  | STAR SUMMIT         |
| Registration Number: | 1436269  |                     |
| Registration Number: | 1436270  |                     |
| Registration Number: | 743711   | HURRICANE           |
| Serial Number:       | 78591631 | AQUAMATE            |
| Serial Number:       | 78591683 | RAINBOW             |

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 365204        |
| NAME OF SUBMITTER:      | Oleh Hereliuk |
| Signature:              | /oh/          |
| Date:                   | 08/23/2006    |

Total Attachments: 21  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

|  |  |  |  |
|--|--|--|--|
| <b>1. Name of conveying party(ies):</b><br><br>Credit Suisse, as Second Lien Collateral Agent<br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership<br><input type="checkbox"/> Corporation-State<br><input checked="" type="checkbox"/> Other                      Bank<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | <b>2. Name and address of receiving party(ies)</b><br><br>Name: <u>Rexair, Inc.</u><br>Internal<br>Address: _____<br><br>Street Address: <u>3221 W. Big Beaver Rd., Suite 200</u><br>City: <u>Troy</u> State: <u>MI</u> Zip: <u>48084</u><br><br><input type="checkbox"/> Individual(s) citizenship _____<br><input type="checkbox"/> Association _____<br><input type="checkbox"/> General Partnership _____<br><input type="checkbox"/> Limited Partnership _____<br><input checked="" type="checkbox"/> Corporation-State <u>DE</u><br><input type="checkbox"/> Other _____<br><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>(Designations must be a separate document from assignment)<br/>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small> |  |
| <b>3. Nature of conveyance:</b><br><br><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input checked="" type="checkbox"/> Other Release of Security Interest<br><br>Execution Date: <u>8/11/06</u>  |  |  |  |
| <b>4. Application number(s) or registration number(s):</b><br><br>A. Trademark Application No.(s)<br><br>PLEASE SEE ATTACHED   |  | B. Trademark Registration No.(s)<br><br>PLEASE SEE ATTACHED  |  |
| Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |  |
| <b>5. Name and address of party to whom correspondence concerning document should be mailed:</b><br><br>Name: <u>Oleh Hereliuk</u><br><br>Internal Address: <u>Federal Research Corporation</u><br><br>_____<br><br>Street Address: <u>1023 15th Street, NW</u><br><br>Suite 401<br><br>City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u>  |  | <b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">30</span>  |  |
|  |  | <b>7. Total fee (37 CFR 3.41).....\$</b> _____<br><br><input type="checkbox"/> Enclosed<br><input type="checkbox"/> Authorized to be charged to deposit account  |  |
|  |  | <b>8. Deposit account number:</b><br><br>_____<br><br>(Attach duplicate copy of this page if paying by deposit account)  |  |
| <b>DO NOT USE THIS SPACE</b>   |  |  |  |
| <b>9. Statement and signature.</b><br><i>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.</i><br><br><u>Maya Wolfson</u>  <u>8/11/06</u><br>Name of Person Signing                      Signature                      Date   |  |  |  |
| Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span>   |  |  |  |

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

TERMINATION AND RELEASE AGREEMENT dated as of August 11, 2006 (this "**Agreement**"), by and among Rexair LLC (the "**Borrower**"), Rexair Holdings, Inc. ("**Holdings**" and, together with the Borrower under or in respect of the Existing Second Lien Credit Agreement referred to below, the "**Loan Parties**") and CREDIT SUISSE, as administrative agent (in such capacity, the "**Administrative Agent**") and as collateral agent (in such capacity, the "**Collateral Agent**") for the Lenders party to the Existing Second Lien Credit Agreement referred to below.

A. Reference is made to (a) the Second Lien Credit Agreement dated as of June 30, 2005 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Second Lien Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**"), the Administrative Agent and the Collateral Agent and (b) the agreements that were executed in connection with and in furtherance of the Existing Second Lien Credit Agreement including, but not limited to, the agreements set forth on Schedule I hereto (together with the Existing Second Lien Credit Agreement, the "**Second Lien Loan Agreements**"). Terms used but not defined in this Agreement shall have the meanings assigned thereto in the Existing Second Lien Credit Agreement or the other Second Lien Loan Agreements, as applicable.

B. The Borrower has advised the Administrative Agent and the Lenders that it intends to repay all amounts outstanding under the Existing Second Lien Credit Agreement and (a) has been informed by the Administrative Agent that the appropriate pay-off figure for the principal, interest and other amounts owed by the Borrower to the Administrative Agent and the Lenders under the Existing Second Lien Credit Agreement is an amount equal to the Payoff Amount (as defined below) and (b) has requested that, subject to the terms of this Agreement, the Collateral Agent release and terminate all security interests and Liens that the Loan Parties have granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, pursuant to the Second Lien Loan Agreements.

C. Subject to the terms of this Agreement, the Collateral Agent, on behalf of itself and the Secured Parties, has agreed to (a) terminate the Second Lien Loan Agreements and all Liens created thereunder in favor of the Collateral Agent, for its benefit and for the benefit of the Secured Parties, and (b) release all right, title and interest in and to the properties and rights of the Loan Parties granted, pledged, mortgaged, conveyed or otherwise transferred to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, under the Second Lien Loan Agreements as collateral to secure the Obligations (as defined in the Second Lien Guarantee and Collateral Agreement) of the Loan Parties under the Second Lien Loan Agreements (such properties and rights referred to as the "**Collateral**").

D. Subject to the terms of this Agreement, the Collateral Agent, on behalf of itself and the Secured Parties, has agreed that it will execute the relevant Release Documents (as defined below), together with such additional documents as may be reasonably necessary or desirable to effect such release.

Accordingly, the Borrower, Holdings, the Administrative Agent (on behalf of itself and the Lenders) and the Collateral Agent (on behalf of itself and the Secured Parties), hereby agree as follows:

SECTION 1. Release of Liens; Payment. (a) The Collateral Agent hereby agrees that upon receipt of the payment in full in immediately available funds pursuant to a transfer by Federal wire to the Administrative Agent's account set forth below of \$30,148,837.50 (the "**Payoff Amount**"), representing all amounts owing under the Second Lien Loan Agreements as of 2:00 p.m. (New York City time) on August 11, 2006, including, without limitation, any and all amounts of principal and interest to date (as set forth in detail on Schedule II hereto) other than possible breakage costs associated with a Breakage Event which may be invoiced at a later date (the "**Excluded Breakage Costs**") and expense reimbursement and contingent indemnity obligations under the Existing Second Lien Credit Agreement which by the terms of the Second Lien Loan Agreements expressly survive (together with the Excluded Breakage Costs, the "**Excluded Amounts**"), all of the right, title and interest (including, without limitation, security interests) of the Collateral Agent and the Secured Parties in and to all of the Collateral in which the Loan Parties granted the Collateral Agent, for its benefit and for the benefit of the Secured Parties, pursuant to the Second Lien Loan Agreements shall automatically be released and terminated.

(b) The Administrative Agent's account number for purposes of receiving the Payoff Amount pursuant to this Section 1 is:

|                      |                            |
|----------------------|----------------------------|
| Bank of New York, NY |                            |
| ABA No.              | 021000018                  |
| Account Name:        | CS - Agency Cayman Account |
| Account No.:         | 8900492627                 |
| Reference:           | Rexair Second Lien         |

(c) The Payoff Amount has been calculated assuming payment on August 11, 2006 (the "**Payoff Date**"). If the Payoff Amount is not paid to the Administrative Agent as provided above by 2:00 p.m. (New York City time) on the Payoff Date, the Payoff Amount shall be recalculated to reflect changes thereto, including additional interest in the amount of \$10,631.25 per day for each day after the Payoff Date, and the Borrower further agrees to pay any and all reasonable legal fees and expenses incurred by counsel to the Administrative Agent in connection with this Agreement and the termination of the Second Lien Loan Agreements, including those amounts which may be billed after the Payoff Date.

SECTION 2. Delivery and Release of Collateral. Upon receipt of the Payoff Amount, (a) this Agreement shall constitute the Collateral Agent's signed or otherwise authenticated authorization for the Borrower (or its designee) to file Uniform Commercial Code termination statements for those Uniform Commercial Code filings listed on Schedule III hereto and (b) the following documents (the "**Release Documents**") shall be promptly executed and/or delivered to the Borrower (or its designee), without recourse to or warranty by the Administrative Agent, the Collateral Agent or any Secured Party under the Second Lien Loan Agreements:

- (i) releases of each of the mortgages and deeds of trust granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, by any Loan Party pursuant to the Existing Second Lien Credit Agreement or any other Second Lien Loan Agreement; and
- (ii) releases and/or terminations of the security interests held by the Collateral Agent, for its benefit and for the benefit of the Secured Parties, in the patents, trademarks and copyrights of any Loan Party pursuant to the Existing Second Lien Credit Agreement or any other Second Lien Loan Agreement.

SECTION 3. Termination of Second Lien Loan Agreements; Reinstatement. Upon receipt of the Payoff Amount, the parties hereto hereby terminate the Second Lien Loan Agreements. The Borrower and each of the other Loan Parties acknowledge and agree that the obligations and liabilities of the Loan Parties under the Second Lien Loan Agreements shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payoff Amount paid to the Administrative Agent or any Lender is voided or rescinded or must otherwise be returned by the Administrative Agent or any Lender to the Borrower or any other Loan Party upon the Borrower's or any other Loan Party's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made. In addition, nothing contained in this Agreement shall terminate or otherwise impair (a) any First Priority Lien or (b) the Borrower's obligations in respect of the Excluded Amounts. The execution and/or delivery of any agreements or documents by the Administrative Agent, including this Agreement, shall be without recourse to or warranty by the Administrative Agent or any Secured Party.

SECTION 4. Further Assurances. Each party hereto agrees, upon the reasonable request of any other party hereto, at any time and from time to time, promptly to execute and deliver all such further documents (including, without limitation, lien releases, Uniform Commercial Code termination statements and reconveyancing documents), and to promptly take or forbear from all such action as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

SECTION 5. Amendment. This Agreement may not be amended or any provision hereof waived or modified except in writing signed by each of the parties hereto.

SECTION 6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF).

SECTION 8. Execution of Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release Agreement as of the date first written above.

REXAIR LLC,

By



Name: *Edmund S. Carney*

Title: *CEO President & Chief Financial Officer*

REXAIR HOLDINGS, INC.,

By



Name: *Edmund S. Carney*

Title: *Executive Officer*

[[NYCORP.2625133]]

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Administrative Agent, First  
Lien Collateral Agent and Second Lien  
Collateral Agent

By

Name:

Title:



---

PHILLIP HO  
DIRECTOR

By

Name:

Title:



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KARIM BLASETTI  
ASSOCIATE

SCHEDULE I  
TO TERMINATION AND  
RELEASE AGREEMENT

Second Lien Loan Agreements

1. Amendment No. 1 and Consent dated as of August 16, 2005 to the Second Lien Credit Agreement.
2. Second Lien Guarantee and Collateral Agreement dated as of June 30, 2005 among Rexair LLC, Rexair Holdings, Inc., the subsidiaries of Rexair LLC from time to time party thereto and Credit Suisse, as Collateral Agent.
3. Second Lien Mortgage from Rexair LLC to Credit Suisse dated as of June 30, 2005.
4. Intercreditor Agreement dated as of June 30, 2005 among Rexair LLC, Rexair Holdings, Inc., the subsidiaries of Rexair LLC from time to time party thereto, Credit Suisse, as First Lien Collateral Agent and Credit Suisse, as Second Lien Collateral Agent.

SCHEDULE II  
TO TERMINATION AND  
RELEASE AGREEMENT

Payoff Amount in Detail

| <b>Principal Balance</b> | <b>Amount</b>   |
|--------------------------|-----------------|
| Term Loans               | \$30,000,000.00 |

| <b>Accrued Interest</b> | <b>Amount</b> |
|-------------------------|---------------|
| Term Loans              | \$148,837.50  |

|                            |                        |
|----------------------------|------------------------|
| <b>TOTAL PAYOFF AMOUNT</b> | <b>\$30,148,837.50</b> |
|----------------------------|------------------------|

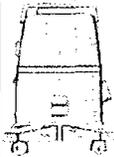
SCHEDULE III  
TO TERMINATION AND  
RELEASE AGREEMENT

UCC-1 Financing Statements to be Terminated

| <b>Debtor</b>         | <b>Secured Party</b>                           | <b>File Number</b> | <b>File Date</b> | <b>File Jurisdiction and Office</b> |
|-----------------------|--|--------------------|------------------|-------------------------------------|
| Rexair Holdings, Inc. | Credit Suisse, as Second Lien Collateral Agent | 5210032 0          | July 8, 2005     | Delaware Department of State        |
| Rexair LLC            | Credit Suisse, as Second Lien Collateral Agent | 5210036 1          | July 8, 2005     | Delaware Department of State        |
| Rexair, Inc.          | Credit Suisse, as Second Lien Collateral Agent | 5210043 7          | July 8, 2005     | Delaware Department of State        |

**Schedule I**

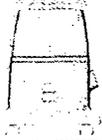
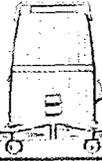
**United States:**

| CO. REF.   | MARK   | APP. NO.   | REG. NO.  | COUNTRY       | STATUS     | FILE      | REG.       | CLASSES | GOODS/SERVICES   |
|------------|--|------------|-----------|---------------|------------|-----------|------------|---------|--|
| 68001-0593 | AQUAMATE   | 78/591,631 |           | UNITED STATES | PENDING    | 3/21/2005 |            | 3 & 9   | Cleaning, deodorizing and protecting and protecting preparations for carpets; water extracting vacuum cleaner attachments  |
| 68001-0155 | AQUAMATE (STYLIZED)<br>                 | 73/346,943 | 1,218,263 | UNITED STATES | REGISTERED | 1/25/1982 | 11/30/1982 | 9       | Water extracting carpet shampoo attachment for vacuum cleaner.   |
| 68001-0256 | DESIGN (MODEL D4C)<br>                  | 74/554,285 | 2,136,437 | UNITED STATES | REGISTERED | 7/27/1994 | 2/17/1998  | 16      | Service manuals and service brochures relating to vacuum cleaners  |
| 68001-0124 | DESIGN (RAINBOW WITH POWER NOZZLE)<br> | 74/554,973 | 2,127,952 | UNITED STATES | REGISTERED | 7/29/1994 | 1/13/1998  | 16      | Service manuals and service brochures relating to vacuum cleaners.   |
| 68001-0153 | DESIGN (VACUUM CLEANER)<br>           | 73/670,102 | 1,476,692 | UNITED STATES | REGISTERED | 7/6/1987  | 2/16/1988  | 9       | Vacuum cleaners.   |
| 68001-0126 | DESIGN (VACUUM)<br>                   | 74/555,137 | 2,133,614 | UNITED STATES | REGISTERED | 7/29/1994 | 2/3/1998   | 16      | Service manuals and service brochures relating to vacuum cleaners.   |
| 68001-0385 | E & DESIGN<br>                        | 75/374,513 | 2,373,347 | UNITED STATES | REGISTERED | 10/6/1997 | 8/1/2000   | 7       | Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and brushes. |

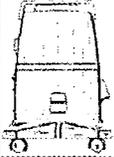
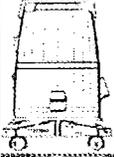
| CO. REF.   | MARK  | APP. NO.   | REG. NO.  | COUNTRY       | STATUS     | FILE       | REG.      | CLASS. | GOODS/SERVICES   |
|------------|---|------------|-----------|---------------|------------|------------|-----------|--------|--|
| 68001-0012 | E & LOGO<br>                     | 75/418,799 | 2,375,755 | UNITED STATES | REGISTERED | 1/9/1998   | 8/8/2000  | 7      | Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and brushes                |
| 68001-0383 | E SERIES  | 75/391,526 | 2,379,877 | UNITED STATES | REGISTERED | 11/11/1997 | 8/22/2000 | 7      | Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and brushes.               |
| 68001-0539 | E2 (E SQUARED) & DESIGN<br>      | 76/457,232 | 2,936,661 | UNITED STATES | REGISTERED | 10/9/2002  | 3/29/05   | 7      | Domestic vacuum cleaners and replacement parts therefor; domestic vacuum cleaners and attachments therefor, sold as a unit; domestic vacuum cleaner attachments, namely, hoses, nozzles and brushes, in class 7. |
| 68001-0029 | LOGO (RAINBOW SE AQUAMATE)<br> | 74/546,602 | 2,143,799 | UNITED STATES | REGISTERED | 7/7/1994   | 3/17/1998 | 16     | service manuals and service brochures relating to vacuum cleaners  |
| 68001-0342 | LOGO (RAINBOW)<br>             | 74/474,758 | 1,873,523 | UNITED STATES | REGISTERED | 12/30/1993 | 1/17/1995 | 3 & 5  | Carpet cleaning preparations; Air, household and room deodorizers with or without fragrances, and air fresheners with or without fragrances.   |
| 68001-0325 | LOGO (RAINBOW)<br>             | 74/475,582 | 1,877,341 | UNITED STATES | REGISTERED | 12/30/1993 | 2/7/1995  | 3 & 5  | carpet cleaning preparations; air, household and room deodorizers with or without fragrances, and air fresheners with or without fragrances  |

| CD. REF.   | MARK  | APP. NO.   | REG. NO.  | COUNTRY       | STATUS     | FILE       | REG.       | CLASSES   | GOODS/SERVICES  |
|------------|---|------------|-----------|---------------|------------|------------|------------|-----------|---|
| 68001-0015 | R & LOGO<br> | 75/385,412 | 2,317,087 | UNITED STATES | REGISTERED | 10/30/1997 | 2/8/2000   | 5, 7 & 16 | Aromatic preparations, namely room deodorants and air fresheners sold via direct in-home sales and via service distributors; Domestic electrical apparatus, machines, and supplies, namely, vacuum cleaners, parts thereof and attachments therefor, namely, vacuum cleaner hoses, vacuum cleaner suction nozzles, and vacuum cleaner brushes; Vacuum cleaner operation, repair and maintenance manuals, booklets and brochures.  |
| 68001-0016 | R & LOGO<br> | 75/385,411 | 2,298,752 | UNITED STATES | REGISTERED | 10/30/1997 | 12/7/1999  | 3, 5 & 7  | Cleaning preparations, namely, floor, wall, rug, carpet, porcelain, plastic, tile and furniture cleaners and room fragrances sold via direct in-home sales and via service distributors; Aromatic preparations, namely, room deodorizers, air fresheners, and carpet deodorizers sold via direct in-home sales and via service distributors; Domestic electrical apparatus, machines, and supplies, namely, vacuum cleaners, parts thereof and attachments therefor, namely, vacuum cleaner hoses, vacuum cleaner suction nozzles, vacuum cleaner brushes, vacuum cleaner wands, and vacuum cleaner rug beater attachments. |
| 68001-0008 | RAINBOW   | 72/455,965 | 993,728   | UNITED STATES | REGISTERED | 4/30/1973  | 9/24/1974  | 9         | Domestic electrical apparatus, machines, and supplies, namely, vacuum cleaners, parts thereof and attachments therefor.   |
| 68001-0163 | RAINBOW   | 75/264,316 | 2,124,034 | UNITED STATES | REGISTERED | 3/17/1997  | 12/23/1997 | 21        | Metal cookware, namely, pots and pans.  |

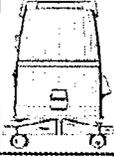
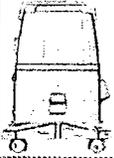
| CO. REF.   | MARK  | APP. NO.   | REG. NO.  | COUNTRY       | STATUS     | FILE       | REG.      | CLASSES   | GOODS/SERVICES  |
|------------|---|------------|-----------|---------------|------------|------------|-----------|-----------|---|
| 68001-0594 | RAINBOW & DESIGN<br>               | 78/591.683 |           | UNITED STATES | PENDING    | 3/21/2005  |           | 3, 9 & 37 | Cleaners, disinfectants, deodorizers, air fresheners and fragrances for carpet, flooring, upholstery and window treatments; vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines, power-operated water extractors, and parts and attachments thereof; repair and maintenance of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors; consultation services in the field of vacuum cleaners, power-operated floor scrubbers, power-operated carpet and upholstery cleaning machines and power-operated water extractors |
| 68001-0322 | RAINBOW MATE  | 74/224.692 | 1,782,060 | UNITED STATES | REGISTERED | 11/25/1991 | 7/13/1993 | 9         | Vacuum cleaners and parts therefor.   |
| 68001-0257 | RAINBOW PACESETTERS & DESIGN<br> | 73/719.047 | 1,548,577 | UNITED STATES | REGISTERED | 3/25/1988  | 7/18/1989 | 35        | providing an incentive awards program for high achievement distributors in the sale of vacuum cleaners  |
| 68001-0405 | RAINBOWMATE (STYLIZED)<br>       | 74/546.913 | 1,897,430 | UNITED STATES | REGISTERED | 6/27/1994  | 6/6/1995  | 9         | Vacuum cleaners and parts therefor  |
| 68001-0079 | RAINDROP & R LOGO<br>            | 75/274.206 | 2,130,763 | UNITED STATES | REGISTERED | 3/24/1997  | 1/20/1998 | 21        | Metal cookware, namely, pots and pans.  |
| 68001-0010 | RAINDROP & R LOGO<br>            | 73/624.863 | 1,448,262 | UNITED STATES | REGISTERED | 10/10/1986 | 7/21/1987 | 9         | Vacuum cleaners   |

| CO. REF.   | MARK   | APP. NO.   | REG. NO.  | COUNTRY       | STATUS     | FILE      | REG.       | CLASSES | GOODS/SERVICES  |
|------------|--|------------|-----------|---------------|------------|-----------|------------|---------|---|
| 68001-0476 | RAINMATE   | 76/089,225 | 2,652,458 | UNITED STATES | REGISTERED | 7/14/2000 | 11/19/2002 | 11      | Electric room deodorizing units with air filters for domestic use; electric air deodorizers with air filters for domestic use; air filters for domestic use.                                    |
| 68001-0477 | RAINMATE & DESIGN<br>       | 76/089,227 | 2,656,996 | UNITED STATES | REGISTERED | 7/14/2000 | 12/3/2002  | 9       | Electric room deodorizing units with air filters for domestic use; electric air deodorizers with air filters for domestic use; air filters for domestic use.                                    |
| 68001-0245 | REXAIR (STYLIZED)<br>       | 71/669,274 | 610,593   | UNITED STATES | REGISTERED | 7/1/1954  | 8/16/1955  | 9       | Vacuum cleaners, parts thereof, and attachments therefor  |
| 68001-0471 | STAR SUMMIT  | 76/049,777 | 2,563,053 | UNITED STATES | REGISTERED | 5/12/2000 | 4/23/2002  | B       | U.S. Class B: Certifying that distributors in the sale of vacuum cleaners manufactured by Rexair, Inc. have made a specified number of sales in a given period of time as the top salespersons. |
| 68001-0057 | VACUUM CLEANER DESIGN<br> | 73/547,696 | 1,436,269 | UNITED STATES | REGISTERED | 7/12/1985 | 4/14/1987  | 9       | Vacuum cleaners   |
| 68001-0051 | VACUUM CLEANER DESIGN<br> | 73/548,115 | 1,436,270 | UNITED STATES | REGISTERED | 7/15/1985 | 4/14/1987  | 9       | Vacuum cleaners.  |
| 68001-0496 | HURRICANE (STYLIZED)<br><b>HURRICANE</b>   | 72/136,953 | 743,711   | UNITED STATES | REGISTERED | 1/31/1962 | 1/15/1963  | 9       | Electrical vacuum cleaning apparatus, and parts and attachments therefor  |

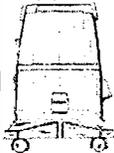
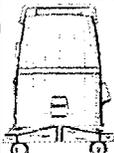
Hawaii:

| CO. REF.   | MARK   | APP. NO. | REG. NO. | COUNTRY | STATUS     | FILE      | REG.      | CLASS(ES) | GOODS/SERVICES   |
|------------|--|----------|----------|---------|------------|-----------|-----------|-----------|------------------|
| 68001-0129 | RAINBOW  | 147368ZZ | 147368   | HAWAII  | REGISTERED | 4/21/2003 | 7/1/2003  | 7 & 9     | Vacuum cleaner   |
| 68001-0078 | VACUUM CLEANER DESIGN<br> | N/A      | 147364   | HAWAII  | REGISTERED | 6/16/1986 | 12/1/2002 |           | Vacuum cleaners  |
| 68001-0077 | VACUUM CLEANER DESIGN<br> | n/a      | 147365   | HAWAII  | REGISTERED | 6/16/1986 | 12/1/2002 |           | Vacuum cleaners. |

**Michigan:**

| CO. REF.   | MARK   | APP. NO. | REG. NO. | COUNTRY  | STATUS     | FILE | REG.       | CLASSES | GOODS/SERVICES             |
|------------|--|----------|----------|----------|------------|------|------------|---------|----------------------------|
| 68001-0066 | VACUUM CLEANER DESIGN<br> | N/A      | M22-060  | MICHIGAN | REGISTERED |      | 11/25/1987 | 31      | Filters and refrigerators. |
| 68001-0065 | VACUUM CLEANER DESIGN<br> | N/A      | M23-060  | MICHIGAN | REGISTERED |      | 11/25/1987 | 31      | Filters and refrigerators. |

North Carolina:

| CO. REF.   | MARK   | APP. NO. | REG. NO. | COUNTRY        | STATUS     | FILE | REG.       | CLASS(S) | GOODS/SERVICES  |
|------------|--|----------|----------|----------------|------------|------|------------|----------|-----------------|
| 68001-0068 | VACUUM CLEANER DESIGN<br> | N/A      | T-6781   | NORTH CAROLINA | REGISTERED |      | 12/16/1986 | 21       | Vacuum cleaners |
| 68001-0067 | VACUUM CLEANER DESIGN<br> | N/A      | T-6780   | NORTH CAROLINA | REGISTERED |      | 12/16/1986 | 21       | Vacuum cleaners |

**Puerto Rico:**

| CD. REF.   | MARK   | APP. NO. | REG. NO. | COUNTRY     | STATUS     | FILE       | REC.       | CLASSES | GOODS/SERVICES  |
|------------|--|----------|----------|-------------|------------|------------|------------|---------|---|
| 68001-0157 | AQUAMATE   | 29231    | 29231    | PUERTO RICO | REGISTERED | 8 /11/1989 | 3 /19/1990 | 21      | Water extracting carpet shampoo attachment for vacuum cleaners. |
| 68001-0221 | RAINBOW  | 29232    | 29232    | PUERTO RICO | REGISTERED | 8 /18/1989 | 3 /19/1990 | 21      | Vacuum cleaners, parts thereof and attachments therefor.        |
| 68001-0139 | RAINDROP & R LOGO<br> | 27895    | 27895    | PUERTO RICO | REGISTERED | 6 /23/1987 | 11/13/1987 | 9       | Vacuum cleaners   |

**South Carolina:**

| CO. REF.   | MARK  | APP. NO. | REG. NO. | COUNTRY           | STATUS     | FILE | REG.      | CLASS(ES) | GOODS/SERVICES   |
|------------|---|----------|----------|-------------------|------------|------|-----------|-----------|--|
| 68001-0416 | DESIGN OF VACUUM CLEANER<br>(BLACK BARREL E SERIES) | N/A      | N/A      | SOUTH<br>CAROLINA | REGISTERED | N/A  | 6/22/1998 | 42        | Used on promotional literature, owner manuals, and service manuals |
| 68001-0415 | DESIGN OF VACUUM CLEANER<br>(BLACK BARREL E SERIES) | n/a      | n/a      | SOUTH<br>CAROLINA | REGISTERED | N/A  | 6/22/1998 | 42        | Used on promotional literature, owner manuals, and service manuals |

Texas:

| CO. REF.   | MARK                                    | APP. NO. | REG. NO. | COUNTRY | STATUS     | FILE       | REG.       | CLASSES | GOODS/SERVICES                 |
|------------|---|----------|----------|---------|------------|------------|------------|---------|--------------------------------|
| 68001-0074 | VACUUM CLEANER DESIGN<br>(BLACK BARREL) | N/A      | 46956    | TEXAS   | REGISTERED | 12/3 /1986 | 12/3 /1986 | 9       | Wet pick-up vacuum<br>cleaners |
| 68001-0073 | VACUUM CLEANER DESIGN<br>(BLACK BARREL) | N/A      | 46957    | TEXAS   | REGISTERED | 12/3 /1986 | 12/3 /1986 | 9       | Wet pick-up vacuum<br>cleaners |