

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oreck Holdings, LLC		07/16/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland Plc, as Collateral Agent		
Street Address:	101 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Foreign Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78703760		
Serial Number:	77132984	ORECK	
Serial Number:	78830466	TRUMAN CELL	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038264-0020		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$90.00 78703760

Signature:

/Anna T Kwan/

Date:

07/17/2007

Total Attachments: 9

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SECURITY AGREEMENT SUPPLEMENT

July __, 2007

The Royal Bank of Scotland plc,
as the Collateral Agent for the
Secured Parties referred to in the
Credit Agreement referred to below
101 Park Avenue
New York, NY 10017
Attn: Curt Lueker

Oreck Corporation

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement dated as of February 2, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Oreck Corporation., a Delaware corporation, as the Borrower, ASP Oreck Inc., a Delaware corporation, as the Parent, the Lender Parties party thereto, the other Agents party thereto, and The Royal Bank of Scotland plc, as collateral agent (together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement, the "**Collateral Agent**"), and as administrative agent for the Lender Parties, and (ii) the Security Agreement dated February 2, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") made by the Grantors from time to time party thereto in favor of the Collateral Agent for the Secured Parties. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to all of the Collateral of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Supplements to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedules IX to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental schedule has been prepared by the undersigned in substantially the form of the equivalent Schedule to the Security Agreement and are complete and correct in all material respects.


SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 8 of the Security Agreement (as supplemented by the attached supplemental schedule) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement (the terms and conditions of which are incorporated herein by this reference) to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.


SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

ORECK MANUFACTURING COMPANY

By 
Title: Secretary, General Counsel

ORECK CORPORATION

By 
Title: President

Address for notices:
100 Plantation Road
New Orleans, LA 70123

SCHEDULE IX
Commercial Tort Claims Collateral

(a) Immediately following Hurricane Katrina, Oreck Manufacturing Company hired a salvage company to pick up and transport to another salvage company all inventory that was destroyed by the hurricane. The first salvage company, Callan Inc. contracted with the latter salvage company, UIS Polymer, to destroy all of the damaged inventory. UIS Polymer failed to do so and sold the bulk of that inventory instead. Oreck Manufacturing Company and other Oreck affiliates sued both salvage companies for breach of contract, violations of Oreck's intellectual property and various other tort claims. The case is in discovery and mediation is scheduled for late July.

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated July __, 2007, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of The Royal Bank of Scotland plc ("*RBS*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Oreck Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of February 2, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with RBS, as Administrative Agent and Collateral Agent, and the Lender Parties and the other Agents party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated February 2, 2005 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated February 2, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

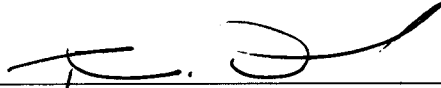
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORECK HOLDINGS, LLC

By: ORECK CORPORATION, its Member and
Authorized Agent

By 
Name: Thomas Oreck
Title: President

Address for Notices:
100 Plantation Road
New Orleans, LA 70123

SCHEDULE A

New trademarks held by Oreck Holdings, LLC:

MISCELLANEOUS DESIGN (DAVID ORECK IMAGE)
 UNITED STATES 30-Aug-05 78/703,760

ORECK
 UNITED STATES 16-Mar-07 77/132,984

TRUMAN CELL
 UNITED STATES 6-Mar-06 78/830,466

New patents held by Oreck Holdings, LLC:

AIR CLEANER AIRFLOW SHAPER
 UNITED STATES 20501/600 9-Feb-06 11/351,189

AIR CLEANER AND AIR CLEANER DIAGNOSTIC PROCESS
 UNITED STATES 20501/652 5-Jul-06 11/481,376

AIR CLEANER AND AIR CLEANER STATE BACKUP
 UNITED STATES 20501/656 9-Aug-06 11/501,299

AIR CLEANER AND AIR CLEANER STATE BACKUP
 UNITED STATES 20501/657 10-Aug-06 11/502,661

AIR CLEANER CONDUCTOR SYSTEM
 UNITED STATES 20501/611 4-Aug-06 11/499,595

AIR CLEANER FOR OZONE AND VOLATILE ORGANIC COMPOUND (VOC) REMOVAL
 UNITED STATES 20501/637 7-Feb-06 11/349,011

AIR CLEANER INCLUDING AN IMPROVED AIRFLOW PATH
 UNITED STATES 20501/638 30-Jun-06 11/479,072

AIR CLEANER INCLUDING CONSTANT CURRENT POWER SUPPLY
 UNITED STATES 20501/660 17-Jul-06 11/487,912

AIR CLEANER INCLUDING OZONE REMOVAL
 UNITED STATES 20501/625 28-Feb-06 11/364,444

AIR CLEANER INCLUDING TOUCH POINTS
 UNITED STATES 20501/661 10-Aug-06 11/502,983

AIR CLEANER NIGHTLIGHT
 UNITED STATES 20501/653 5-Jul-06 11/481,321

AIR CLEANER SHUT-DOWN METHOD
 UNITED STATES 20501/651 8-Aug-06 11/500,816

AIR CLEANER WITH IMPROVED AIRFLOW				
UNITED STATES	20501/601	25-Jan-05	11/042,746	
AIR PURIFIER				
UNITED STATES	20501/549	17-Oct-06	29/267,534	
AIR PURIFIER				
UNITED STATES	20501/662	24-Aug-06	29/265,063	
BASE ASSEMBLY FOR AN AIR CLEANER				
UNITED STATES	20501/610	4-Aug-06	11/499,488	
CARBON FILTER PANEL FOR AN AIR CLEANER				
UNITED STATES	20501/617	8-Jun-05	11/148,056	
CORONA GROUND ELEMENT				
UNITED STATES	20501/594	18-Apr-06	11/405,723	
DOOR SAFETY LATCH FOR AN AIR CLEANER				
UNITED STATES	20501/658	25-Jul-06	11/492,405	
ELECTRICAL POWER DISABLE IN AN AIR CLEANER				
UNITED STATES	20501/615	18-Jul-06	11/488,335	
ELECTRODE WIRE FOR AN ELECTROSTATIC PRECIPITATOR				
UNITED STATES	20501/598	18-Apr-06	11/405,778	
ELECTRODE WIRE RETAINING MEMBER FOR AN ELECTROSTATIC PRECIPITATOR				
UNITED STATES	20501/595	18-Apr-06	11/405,861	
FILTER SYSTEM FOR AN AIR CLEANER				
UNITED STATES	20501/604	28-Feb-06	11/364,171	
FILTER SYSTEM FOR AN AIR CLEANER				
UNITED STATES	20501/609	15-May-06	11/434,003	
FRAME FOR ELECTROSTATIC PRECIPITATOR CELL				
UNITED STATES	20501/603	18-Jul-06	11/488,301	
MAGNETIC CLUTCH				
UNITED STATES	20501/627	27-Apr-06	11/412,463	
METHOD AND APPARATUS FOR DETECTING AND REMOVING AIRBORNE IMPURITIES WITHIN AN ENCLOSED CHAMBER				
UNITED STATES	20501/691	19-Feb-07	11/676,431	
MOTOR MOUNT ASSEMBLY FOR AN AIR CLEANER				
UNITED STATES	20501/612	9-Feb-06	11/350,713	
ORBITAL BRUSH FOR AN ORBITAL FLOOR BRUSH MACHINE				
UNITED STATES	20501/663	19-Feb-07	11/676,347	
PLATE FASTENER FOR AN ELECTROSTATIC PRECIPITATOR CELL				
UNITED STATES	20501/593	10-May-06	11/431,313	

PRE-IONIZER FOR USE WITH AN ELECTROSTATIC PRECIPITATOR
UNITED STATES 20501/599 18-Apr-06 11/405,779

RETAINER FOR USE WITH A CORONA GROUND ELEMENT OF AN ELETROSTATIC PRECIPITATOR

UNITED STATES 20501/597 18-Apr-06 11/405,751

TOWER AIR CLEANER WITH IMPROVED AIR FLOW
UNITED STATES 20501/577 9-Feb-06 11/351,005

TOWER IONIZER AIR CLEANER
UNITED STATES 20501/570 22-Dec-04 -652360