

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rexair LLC		12/22/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Rhone Group L.L.C., as Administrative Agent
Street Address:	630 Fifth Avenue, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3156519	AQUAMATE
Registration Number:	1218263	AQUAMATE
Registration Number:	1476692	
Registration Number:	2375755	E
Registration Number:	2379877	E SERIES
Registration Number:	2936661	E2
Registration Number:	0743711	HURRICANE
Registration Number:	2143799	
Registration Number:	1873523	
Serial Number:	77751454	R
Registration Number:	2317087	R
Registration Number:	2298752	R
Registration Number:	0993728	RAINBOW
Serial Number:	78591683	RAINBOW

OP \$690.00 3156519

Serial Number:	78591716	RAINBOW
Registration Number:	1782060	RAINBOW MATE
Registration Number:	1548577	RAINBOW PACESETTERS
Registration Number:	1897430	RAINBOWMATE
Registration Number:	1448262	R
Registration Number:	2652458	RAINMATE
Registration Number:	2656996	RAINMATE
Registration Number:	0610593	REXAIR
Registration Number:	3490196	REXAIR
Registration Number:	3503841	THE POWER OF WATER
Registration Number:	1436270	
Registration Number:	1436269	
Registration Number:	3644198	WET DUST CAN'T FLY

CORRESPONDENCE DATA

Fax Number: (734)623-1625
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (734) 623-1678
Email: nhudge@dickinsonwright.com
Correspondent Name: Nora Hudge, Paralegal
Address Line 1: 301 East Liberty, Suite 500
Address Line 2: Dickinson Wright, PLLC
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	7-4231
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	01/28/2010

Total Attachments: 50
source=JPMorgan Rexair Subordinated Security Agreement#page1.tif
source=JPMorgan Rexair Subordinated Security Agreement#page2.tif
source=JPMorgan Rexair Subordinated Security Agreement#page3.tif
source=JPMorgan Rexair Subordinated Security Agreement#page4.tif
source=JPMorgan Rexair Subordinated Security Agreement#page5.tif
source=JPMorgan Rexair Subordinated Security Agreement#page6.tif
source=JPMorgan Rexair Subordinated Security Agreement#page7.tif
source=JPMorgan Rexair Subordinated Security Agreement#page8.tif
source=JPMorgan Rexair Subordinated Security Agreement#page9.tif
source=JPMorgan Rexair Subordinated Security Agreement#page10.tif
source=JPMorgan Rexair Subordinated Security Agreement#page11.tif

SUBORDINATED PLEDGE AND SECURITY AGREEMENT

THIS SUBORDINATED PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, this "Security Agreement") is entered into as of December 22, 2009 by and among Rexair LLC, a Delaware limited liability company (the "Borrower"), Rexair Holdings, Inc., a Delaware corporation (the "Parent Guarantor") and collectively with the Borrower, each a "Grantor", and collectively, the "Grantors"), and Rhône Group L.L.C., a Delaware limited liability company, as Administrative Agent (the "Administrative Agent") under that certain Subordinated Loan Agreement referred to below.

PRELIMINARY STATEMENTS

A. Rexair LLC, a Delaware limited liability company (the "Borrower") and Rhône Group L.L.C., a Delaware limited liability company, as Administrative Agent and certain other Lenders from time to time party thereto have entered into a certain Subordinated Loan Agreement dated as of even date herewith (as same may be amended or modified from time to time, the "Subordinated Loan Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Lenders to the Borrower.

B. The Grantors have agreed to pledge to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Subordinated Loan Agreement), and grant a second-priority security interest (subject to Liens permitted by the Subordinated Loan Agreement) to the Administrative Agent, for the benefit of the Secured Parties, in and to the collateral described herein and to execute this Security Agreement.

C. Each Grantor has determined that it is to its benefit and in its financial interest to execute this Security Agreement, and is entering into this Security Agreement in order to induce the Secured Parties to induce the Secured Parties to extend credit to the Borrower and to secure the Subordinated Secured Obligations.

ACCORDINGLY, the Grantors, and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. Terms Defined in Subordinated Loan Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Subordinated Loan Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement or the Subordinated Loan Agreement, the following terms shall have the following meanings:

"Account Debtor" shall have the meaning set forth in Article 9 of the UCC.

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Grantor for any real property where any Collateral is located, which agreement shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Commercial Tort Claims" shall have the meaning set forth in Article 9 of the UCC.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Control Account" means a Deposit Account or Securities Account subject to a Control Agreement.

"Control Agreement" means a control agreement, in form and substance satisfactory to the Administrative Agent, entered into under any of Sections 4.4, 4.5 or 4.11, pursuant to which the Administrative Agent is granted Control over a Deposit Account, Securities or a Securities Account, as the case may be.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" shall have the meaning set forth in Article 9 of the UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Permitted Liens" means Liens that are permitted by the Subordinated Loan Agreement, including but not limited to, the Liens securing the Senior Debt.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (a) prior to an acceleration of the obligations under the Subordinated Loan Agreement, the Required Lenders, and (b) after an acceleration of the obligations under the Subordinated Loan Agreement but prior to the date upon which the Subordinated Loan Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Secured Parties holding in the aggregate more than 50% of the total amount of the total amount of the Subordinated Secured Obligations, such total amount to be as determined by the Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Securities Account" is defined in Section 4.5 hereof.

"Securities Intermediary" shall have the meaning set forth in Article 8 of the UCC.

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interests constituting Collateral, any right to receive Equity Interests and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interests.

"Subordinated Secured Obligations" is defined in the Subordinated Loan Agreement.

“Supporting Obligations” shall have the meaning set forth in Article 9 of the UCC.

“Trademarks” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of Delaware or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Administrative Agent’s or any Secured Party’s Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the “Collateral”), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;

- (xv) all Commercial Tort Claims;
- (xvi) all Farm Products;
- (xvii) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Subordinated Secured Obligations.

Notwithstanding the foregoing or any other provision of this Agreement, "Collateral" and the defined terms used above to describe the Collateral shall not include equipment and other fixed assets which are subject to a Permitted Lien that is a purchase money Lien to the extent the agreement creating such Lien prohibits additional Liens on such equipment or other fixed assets property or would constitute a breach or violation of any agreement relating thereto.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Administrative Agent and the Secured Parties that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens securing the Senior Debt and other Liens permitted under Section 4.1(e), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Administrative Agent will have a perfected and continuing Liens (subordinated to the Liens securing the Senior Debt) on the Collateral of such Grantor in which a security interest may be perfected by filing, securing the Subordinated Secured Obligations, enforceable against such Grantor and all third parties, and having priority over all other Liens on the Collateral other than with respect to Liens securing the Senior Debt and Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Part I of Exhibit B.

3.6. Securities Held by Securities Intermediary. All Securities held by such Grantor through a Securities Intermediary are listed on Part II of Exhibit B, which includes the following information with respect

to such Securities: the name of the owning Grantor, the type of account in which such Securities are held, the account number and the name and address of the Securities Intermediary holding such Securities.

3.7. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. The Grantor has not, during the past five years, been known by or used any other corporate or fictitious name.

3.8. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Administrative Agent will have a perfected and continuing Liens (subordinated to the Liens securing the Senior Debt) on the Collateral listed on Exhibit C securing the Subordinated Secured Obligations, enforceable against such Grantor and all third parties, and having priority over all other Liens on the Collateral other than with respect to Liens securing the Senior Debt and Liens permitted under Section 4.1(e).

3.9. Accounts and Chattel Paper. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.10. Inventory. With respect to any of its Inventory, (a) such Inventory is located at one of the locations set forth on Exhibit A designated as a location of Collateral for such Grantor, (b) no material Inventory is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g) or at any location listed by such Grantor in the most recent quarterly reports delivered by the Grantor to the Administrative Agent pursuant to the Subordinated Loan Agreement, and (c) such Grantor has good and indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and Secured Parties, and except for the Liens securing the Senior Debt and other Permitted Liens.

3.11. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, the Administrative Agent will have a perfected and continuing Liens (subordinated to the Liens securing the Senior Debt) on such Grantor's Patents, Trademarks and Copyrights, enforceable against such Grantor and all third parties, and having priority over all other Liens on such Grantor's Patents, Trademarks and Copyrights other than with respect to Liens securing the Senior Debt and Liens permitted under Section 4.1(e).

3.12. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.13. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Administrative Agent on behalf of the Secured Parties as the secured party and (b) as permitted by Section 4.1(e).

3.14. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Pledged Collateral owned by such Grantor and not held by a Securities Intermediary. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the Liens securing the Senior Debt and the security interest granted to the Administrative Agent for the benefit of the Secured Parties hereunder. Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting Equity Interests has been (to the extent such concepts are relevant with respect to such Pledged Collateral and, if the issuer of such Pledged Collateral is not controlled by such Grantor, this representation is made to the best of such Grantor's knowledge) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing Equity Interests, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a Securities Intermediary is covered by a Control Agreement among such Grantor, the Securities Intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) all Pledged Collateral which represents debt or similar obligations owed to such Grantor has, to the knowledge of such Grantor (1) been duly authorized, authenticated or issued and delivered by the issuer of such debt or similar obligation, and (2), is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by any Grantor and issued by a Person controlled by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Collateral or which obligate the issuer of any Equity Interests included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitutes Pledged Collateral and none of the Pledged Collateral which represents debt or similar obligations owed to such Grantor is subordinated in right of payment to other debt or similar obligations or subject to the terms of an indenture.

3.15 Authorization and Validity. Each Grantor has the power and authority and legal right to execute and deliver this Security Agreement and to perform its obligations thereunder. The execution and delivery by each Grantor of this Security Agreement and the performance of its obligations thereunder have been duly authorized by proper corporate or limited liability company proceedings, and this Security Agreement constitutes the legal, valid and binding obligation of each Grantor, enforceable against each Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer or similar laws affecting the enforcement of creditors' rights generally. Neither the execution and delivery by any Grantor of this Security Agreement, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on any Grantor, (ii) any Grantor's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (iii) the provisions of any indenture,

instrument or agreement to which any Grantor is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the assets of any Grantor pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by any Grantor, is required to be obtained by any Grantor in connection with the execution, delivery and performance of this Security Agreement.

3.16 Commercial Tort Claims. All Commercial Tort Claims, if any, as of the date hereof are described on Exhibit I.

ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Administrative Agent, with sufficient copies for each of the Secured Parties, such reports relating to such Collateral as the Administrative Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Administrative Agent promptly upon request. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor shall take such further actions, including the execution and delivery of additional security agreements and collateral assignments, as may be requested by the Administrative Agent from time to time to more fully evidence and perfect the Administrative Agent's interest in the Collateral. Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral owned by it against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder. Upon the request of the Administrative Agent, each Grantor shall use commercially reasonable

efforts to obtain a landlord waiver or other agreement, in form and substance satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any material Collateral to the extent requested by the Administrative Agent. Each Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to the Subordinated Loan Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement and (ii) other Permitted Liens under Section 6.02 of the Subordinated Loan Agreement, including but not limited to, the Liens securing the Senior Debt.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement in favor of the Administrative Agent without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(4)(b) of the UCC.

(g) Locations, Names, Etc. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in this Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least thirty days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Secured Parties, in any Collateral), *provided that*, any new location shall be in the continental U.S.

(h) Compliance with Terms. Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

4.2. Receivables.

(a) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it, and will at all times (whether or not a Default then exists) promptly cause all proceeds of Receivables to be deposited into a Control Account.

(b) Delivery of Invoices. Such Grantor will deliver to the Administrative Agent within two Business Days after its request after the occurrence and during the continuation of a Default such documents with respect to each Account owned by it as may be requested by the Administrative Agent to assist the Administrative Agent in collecting or transferring such Accounts.

(c) Electronic Chattel Paper. Such Grantor shall take all commercially reasonable steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) Insurance. Such Grantor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Administrative Agent, on behalf of the Secured Parties, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Administrative Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Administrative Agent as may be required by law or as the Administrative Agent shall from time to time reasonably request, (iii) furnish to the Administrative Agent upon the request of the Administrative Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance. All insurance policies required hereunder shall name the Administrative Agent (for the benefit of the Administrative Agent and the Secured Parties) as an additional insured or as lender loss payee, as applicable, and shall contain lender loss payable clauses or mortgagee clauses in form and substance satisfactory to the Administrative Agent.

(c) Titled Vehicles. Upon the request of the Administrative Agent, such Grantor will give the Administrative Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative Agent, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Administrative Agent noted on any such certificate or with the appropriate state office.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and within two Business Days thereafter deliver to the Administrative Agent any such Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and within two Business Days deliver to the Administrative Agent) any Document evidencing or constituting Collateral and (d) upon the Administrative Agent's request, deliver to the Administrative Agent a duly executed amendment to this Security Agreement, in the form of Exhibit J hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Administrative Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral. If any Equity Interests owned by any Grantor shall at any time constitute a Security or, to the knowledge of such Grantor, the issuer of any such Equity Interests shall take any action to have such interests treated as a Security, then such Grantor shall give prompt written notice thereof to the Administrative Agent and (i) cause all certificates or other documents constituting such Security to be delivered to the Administrative Agent and, if within the control of such Grantor, cause such Security to be properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) take all commercially reasonable action to cause the issuer of such Security or a Securities Intermediary relating to such Security to enter into a Control Agreement with the Administrative Agent and, if within the control of such Grantor, cause such Security to be properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a Securities Intermediary, such Securities Intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will (a) give prompt written notice to the Administrative Agent of the acquisition or existence of any uncertificated securities which are Pledged Collateral, and (b) take any actions necessary to cause (i) the issuers of uncertificated securities which are Pledged Collateral and (ii) any Securities Intermediary which is the holder of any such Pledged Collateral, to cause the Administrative Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, such Grantor (a) will, with respect to any such Pledged Collateral held with a Securities Intermediary, give prompt written notice to the Administrative Agent of the existence of such Pledged Collateral and take all commercially reasonable action necessary to cause such Securities Intermediary to enter into a Control Agreement with the Administrative Agent giving the Administrative Agent Control over such Pledged Collateral and any account into which such Pledged Collateral is deposited (a "Securities Account"), and (b) will not, at any time, permit uncertificated securities constituting Pledged Collateral with an aggregate fair market value in excess of \$100,000 to be held in any Securities Account not subject to a Control Agreement.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer (if such issuer is controlled by such Grantor) of Equity Interests constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer (if such issuer is controlled by such Grantor) of Equity Interests constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral owned by it to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Subordinated Loan Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral.

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any

Equity Interests or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral to the extent not in violation of the Subordinated Loan Agreement other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): (A) dividends and interest paid or payable other than in cash in respect of any Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, any Pledged Collateral; *provided however, that until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and*

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

4.7. Intellectual Property.

(a) Such Grantor will use its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Unless such Grantor shall reasonably determine in good faith that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business, such Grantor shall promptly notify the Administrative Agent if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) Within 30 days after the date any Grantor owns any Patent, Trademark or Copyright not listed on Exhibit D, the Grantors shall deliver to the Administrative Agent an updated Exhibit D hereto. Exhibit D shall be deemed automatically revised thereby upon such delivery to the Administrative Agent and the Grantors shall be deemed have made all representations and warranties in Section 3.10 hereof as to such updated Exhibit D as of the date it is delivered to the Agent. Upon request of the Administrative Agent, each Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's second-priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of

each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless such Grantor shall reasonably determine in good faith that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8. Commercial Tort Claims. Such Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Administrative Agent of any Commercial Tort Claim acquired by it and, unless the Administrative Agent otherwise consents, such Grantor shall provide the Administrative Agent with a specific description thereof (i.e. parties, description of the dispute, case number, etc.) and enter into an amendment to this Security Agreement, in the form of Exhibit J hereto, granting to Administrative Agent a second priority security interest in such Commercial Tort Claim.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Administrative Agent thereof and take all commercially reasonable actions to cause the issuer and/or confirmation bank to consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. Deposit Accounts. Each Grantor will (a) give prompt written notice to the Administrative Agent of the opening or existence of any Deposit Account not disclosed on Exhibit B hereto, (b) upon the Administrative Agent's request, take all commercially reasonable actions to cause each bank or other financial institution in which it maintains (i) any Deposit Account (other than accounts used exclusively for payroll ("Payroll Accounts")) to enter into a Control Agreement with the Administrative Agent with respect such Deposit Account, provided that the Control Agreements for the Deposit Accounts with Bank of America, N.A. existing on the date hereof shall not be required until January 15, 2010, or (ii) other deposits (whether general or special, time or demand, provisional or final, but excluding Payroll Accounts) to be notified of the security interest granted to the Administrative Agent hereunder and to acknowledge such notification in writing, (c) upon the Administrative Agent's request after the occurrence and during the continuance of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Administrative Agent, transferring ownership of the Deposit Account (other than Payroll Accounts) to the Administrative Agent or transferring dominion and control over each such other deposit to the Administrative Agent until such time as no Default exists, and (d) not, at any time, permit more than \$100,000 in the aggregate to be held in a Deposit Account (other than Payroll Accounts) not maintained with the Administrative Agent or, if requested by the Administrative Agent, subject to a Control Agreement.

4.12. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.13 Collateral Access Agreements. Each Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the lessor of each leased property, bailee or consignee with respect to any warehouse, processor or other location where any material Collateral is stored or located. Each Grantor shall timely and fully pay and perform its material obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

ARTICLE V DEFAULTS AND REMEDIES

5.1. Defaults. The occurrence of any one or more of the following events shall constitute a Default hereunder:

- (a) Any of the Subordinated Secured Obligations shall be accelerated or shall not be paid at final maturity; or
- (b) The occurrence of any "Event of Default" under, and as defined in, the Subordinated Loan Agreement.

5.2. Remedies.

(a) Upon the occurrence of a Default, the Administrative Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any right or remedy available to it under applicable law, including, without limitation, the following rights and remedies:

- (i) those rights and remedies provided in this Security Agreement, the Subordinated Loan Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the Secured Parties prior to a Default;
- (ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;
- (iii) give notice of sole control or any other instruction permitted under any Control Agreement with respect to any Deposit Account or Securities Account or under any other control agreement with respect to any other Collateral and take any action therein with respect to such Collateral;
- (iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption each Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Notwithstanding the foregoing, neither the Administrative Agent nor the Secured Parties shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Subordinated Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Subordinated Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(f) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all of the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3. Grantor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence of a Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral;

(c) furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify;

(d) take, or cause (if within its control and, if not within its control, use commercially reasonable efforts to cause) an issuer of Pledged Collateral to take, any and all reasonable actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent and each Secured Party, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, to the extent permitted by law and reasonably necessary to permit the exercise of any of Administrative Agent's rights or remedies under this Article V, for the benefit of the Administrative Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Patent, Trademark, Copyright or other intellectual property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Administrative Agent may at any time, following and during the continuance of a Default, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) after the occurrence and during the continuance of a Default, to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Subordinated Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) after informing (and consultation with) the Borrower or after the occurrence and during the continuance of a Default, to contact Account Debtors for any reason, (viii) after the occurrence and during the continuance of a Default, to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of such Grantor, assignments and verifications of Receivables, (x) after the occurrence and during the continuance of a Default, to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) after the occurrence and during the continuance of a Default, to settle, adjust, compromise, extend or renew the Receivables, (xii) after the occurrence and during the continuance of a Default, to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) after the occurrence and during the continuance of a Default, to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) after the occurrence and during the continuance of a Default, to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) after the occurrence and during the continuance of a Default, to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under any other Loan Document.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Secured Parties, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Secured Party to exercise any such powers. The Administrative Agent agrees that, except for the powers granted in Section 6.2(a)(i), (iii) and (vi) and Section 6.2(a)(xvi), it shall not exercise any power or authority granted to it unless a Default has occurred and is continuing.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 AND 4.6 ABOVE) WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER

RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR THE AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.15. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE AGENT, NOR ANY LENDER, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII

COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

7.1. Lockboxes. Upon request of the Administrative Agent after the occurrence and during the continuance of a Default, each Grantor shall execute and deliver to the Administrative Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Administrative Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Administrative Agent.

7.2. Collection of Receivables. The Administrative Agent may at any time after the occurrence and during the continuance of a Default, by giving the Grantors written notice, elect to require that the Receivables be paid directly to the Administrative Agent for the benefit of the Secured Parties. In such event, each Grantor shall, and shall permit the Administrative Agent to, promptly notify the account debtors or obligors under the Receivables of the Secured Parties' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Administrative Agent. Upon receipt of any such notice from the Administrative Agent, each Grantor shall thereafter hold in trust for the Administrative Agent, on behalf of the Secured Parties, all amounts and proceeds received by it with respect to the Receivables and other Collateral and immediately and at all times thereafter deliver to the Administrative Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Administrative Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Administrative Agent may at any time after the occurrence and during the continuance of a Default require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Administrative Agent and held there as security for the Subordinated Secured Obligations. The Borrower shall have no control whatsoever over said cash collateral account. If no Default has occurred and is continuing, the Administrative Agent shall, within one business Day of receipt thereof, deposit the collected balances in said cash collateral account into each Grantor's general operating account with the Administrative Agent. If any Default has occurred and is continuing, the

Administrative Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Subordinated Secured Obligations whether or not the Subordinated Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral to be applied to payment of the Subordinated Secured Obligations pursuant to Section 7.3 shall be applied by the Administrative Agent to payment of the Subordinated Secured Obligations in the order required by the Subordinated Loan Agreement.

ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Administrative Agent's and Secured Parties' Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent and each Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have

the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent reasonably deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall reasonably determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Secured Parties, that the Administrative Agent and Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuance of a Default, the Administrative Agent shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the Collateral are located until the Subordinated Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay any Grantor for such use and occupancy.

8.7. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Administrative Agent

or the Secured Parties unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.8. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Required Secured Parties and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Secured Parties until the Subordinated Secured Obligations have been paid in full.

8.9. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Subordinated Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Subordinated Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Subordinated Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.11. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Subordinated Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties, hereunder.

8.12. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.13. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Administrative Agent for any and all out-of-pocket expenses

and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.14. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.15. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Subordinated Secured Obligations outstanding) until (i) the Subordinated Loan Agreement has terminated pursuant to its express terms and (ii) all of the Subordinated Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding letters of credit that are part of the Subordinated Secured Obligations, a cash deposit or supporting letter of credit acceptable to the Secured Party that issued such letter of credit has been delivered to the Administrative Agent) and no commitments of the Administrative Agent or the Secured Parties which would give rise to any Subordinated Secured Obligations are outstanding. Upon the satisfaction in full of the conditions for termination of this Security Agreement set forth above (i) this Security Agreement and the security interest and Lien created hereby shall terminate and all rights to the Collateral shall revert to the Grantors and (ii) the Administrative Agent will, upon the Grantors' request and at the Grantors' expense, (A) return to the Grantors such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantors, without recourse, representation or warranty, such documents as the Grantors shall reasonably request to evidence such termination.

8.16. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

8.17. **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. **CONSENT TO JURISDICTION.** (a) EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR EACH OF ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE GRANTORS HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS

AGREEMENT AGAINST THE GRANTORS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT EACH OF IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SUB-SECTION. EACH OF THE GRANTORS HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

8.19. WAIVER OF JURY TRIAL. EACH OF THE GRANTORS HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

8.20. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent and the Secured Parties, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Secured Party is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Secured Parties or any Grantor, and any claim for Patent, Trademark or Copyright infringement) except, claims, losses, damages, liabilities or expenses of any kind and nature whatsoever resulting solely and directly from the gross negligence or willful misconduct the Administrative Agent or one or more of the Secured Parties or a combination thereof as determined by a final judgment of a court of competent jurisdiction.

8.21. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

**ARTICLE IX
NOTICES**

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when transmitted and confirmation of transmission received, if by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantors at the notice address set forth on Exhibit A, and to the Administrative Agent at the address set forth next to its signature below or as otherwise designated in writing by the Administrative Agent to the Grantors.

9.2. Change in Address for Notices. Each of the Grantors and the Administrative Agent may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X THE ADMINISTRATIVE AGENT

Rhône Group L.L.C. has been appointed Administrative Agent for the Secured Parties hereunder pursuant to the Subordinated Loan Agreement. Each Secured Party, in accepting the benefits hereunder, acknowledges and agrees to all of the exculpations, indemnifications and other protections provided to the Administrative Agent under the Subordinated Loan Agreement apply to the Administrative Agent hereunder. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Administrative Agent pursuant to the Subordinated Loan Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in the Subordinated Loan Agreement. Any successor Administrative Agent appointed pursuant to the Subordinated Loan Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

ARTICLE XI SUBORDINATION OF PLEDGE AND SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, all obligations of the Grantors hereunder, and all Liens created hereunder and rights and remedies of the Lenders and the Administrative Agent hereunder are subordinate in the manner and to the extent set forth, and subject to all the terms, in that certain Subordination Agreement (the "Subordination Agreement") dated as of December 22, 2009 among REXAIR LLC, a Delaware corporation (the "Borrower"), JPMORGAN CHASE BANK, N.A., as Administrative Agent ("Senior Administrative Agent"), REXAIR HOLDINGS II LLC and others to the indebtedness (including interest) owed by the Borrower pursuant to that certain Credit Agreement dated as of December 22, 2009, as amended or modified from time to time, among the Borrower, the Senior Administrative Agent, and the lenders from time to time party thereto, and to other obligations, all as described in and subject to the provisions of the Subordination Agreement. If there is any conflict between the terms of this Agreement and the Subordination Agreement, the terms of the Subordination Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

REXAIR LLC

By: Kevin L. Verhulst

Name: Kevin L. Verhulst

Title: UP & CFO

REXAIR HOLDINGS, INC.

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

RHONE GROUP L.L.C., as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

REXAIR LLC

By: _____

Name: _____

Title: _____

REXAIR HOLDINGS, INC.

By: Baudoin LORANS

Name: BAUDOIN LORANS

Title: AUTHORIZED PERSON

ADMINISTRATIVE AGENT:

RHONE GROUP L.L.C., as Administrative Agent

By: M Allison Steiner

Name: M ALLISON STEINER

Title: CAC & GENERAL COUNSEL

EXHIBIT D

(See Section 3.11 and 3.12 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

PATENTS and PATENT APPLICATIONS

Please see Annex B attached hereto for a list of Patents and Pending Patent Applications.

TRADEMARKS and TRADEMARK APPLICATIONS

Please see Annex B attached hereto for a list of Trademarks and Pending Trademark Applications.

COPYRIGHTS

Please see Annex B attached hereto for a list of Copyrights.

INTELLECTUAL PROPERTY LICENSES

Please see Annex B attached hereto for a list Intellectual Property Licenses.

Owned Intellectual Property RightsOwned Issued Patents and Pending Patent Applications

Patent Report by Country
 Status: ISSUED AND PENDING

Printed: 12/3/2009 Page 1

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
-------	------------	-------	---------	--------	---------	--------

AUSTRALIA**SEPARATOR FOR A VACUUM CLEANER SYSTEM**

68001-0285	11/12/1990	11916/92	12/9/1993	644517	ISSUED
------------	------------	----------	-----------	--------	--------

VACUUM CLEANER ACCESSORY HOLDER

68001-0440	8/4/1998	2342/1998	2/12/1999	136405	ISSUED
------------	----------	-----------	-----------	--------	--------

VACUUM CLEANER

68001-0428	8/4/1998	2344/1998	2/12/1999	136407	ISSUED
------------	----------	-----------	-----------	--------	--------

VACUUM CLEANER

68001-0435	8/4/1998	2343/1998	2/12/1999	136406	ISSUED
------------	----------	-----------	-----------	--------	--------

AUSTRIA**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0802	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0276	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

BELGIUM**SEPARATOR FOR A VACUUM CLEANER SYSTEM**

68001-0277	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

CANADA**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0535	1/25/2001	2,398,258	9/22/2009	2,398,258	ISSUED
------------	-----------	-----------	-----------	-----------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0284	11/12/1990	2066187	6/25/1996	2066187	ISSUED
------------	------------	---------	-----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0544	4/19/2001	2,406,789	9/8/2009	2,406,789	ISSUED
------------	-----------	-----------	----------	-----------	--------

DENMARK**SEPARATOR FOR A VACUUM CLEANER SYSTEM**

68001-0281	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0685	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

EUROPEAN**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0534	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0543	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

Patent Report by Country

Printed: 12/3/2009 Page 2

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
-------	------------	-------	---------	--------	---------	--------

FRANCE**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0803	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0686	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

VACUUM CLEANER TOP

68001-0271	3/22/1985	851344	8/1/1985	851344	ISSUED
------------	-----------	--------	----------	--------	--------

GERMANY**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0804	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0280	11/12/1990	91900623.9	3/1/1995	P69017465.9	ISSUED
------------	------------	------------	----------	-------------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0687	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

VACUUM CLEANER ACCESSORY HOLDER

68001-0438	8/3/1998	49807659.8	2/3/1999	49807659.8	ISSUED
------------	----------	------------	----------	------------	--------

ITALY**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0805	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0282	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0688	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

JAPAN**SEPARATOR FOR A VACUUM CLEANER SYSTEM**

68001-0286	11/12/1990	500831/91	2/4/2000	3029292	ISSUED
------------	------------	-----------	----------	---------	--------

VACUUM CLEANER ACCESSORY HOLDER

68001-0441	8/4/1998	10-022478	7/21/2000	1086339	ISSUED
------------	----------	-----------	-----------	---------	--------

IMPROVED VACUUM CLEANER

68001-0517	4/28/2000	2000-615125			PENDING
------------	-----------	-------------	--	--	---------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0541	4/19/2001	2001-579946			PENDING
------------	-----------	-------------	--	--	---------

MEXICO**IMPROVED VACUUM CLEANER**

68001-0518	4/28/2000	2001-010894	6/28/2006	242927	ISSUED
------------	-----------	-------------	-----------	--------	--------

VACUUM CLEANER

68001-0427	7/31/1998	980735	7/5/2000	11539	ISSUED
------------	-----------	--------	----------	-------	--------

NORWAY**SEPARATOR FOR A VACUUM CLEANER SYSTEM**

68001-0125	11/12/1990	921570	1/12/1998	302013	ISSUED
------------	------------	--------	-----------	--------	--------

Patent Report by Country

Printed: 12/3/2009 Page 3

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
-------	------------	-------	---------	--------	---------	--------

PORTUGAL**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0806	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0689	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

SOUTH KOREA**A VACUUM CLEANER APPARATUS, A SEPARATOR ASSEMBLY USED IN THE VACUUM CLEANER APPARATUS, AND A METHOD OF SEPARATING PARTICULATES FROM FLUID**

68001-0542	4/19/2001	2002-7014076	6/22/2009	10-0904986	ISSUED
------------	-----------	--------------	-----------	------------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0306	9/10/1991	15799/1991	4/28/1999	210864	ISSUED
------------	-----------	------------	-----------	--------	--------

SPAIN**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0807	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0279	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0690	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

SWEDEN**SEPARATOR FOR A VACUUM CLEANER SYSTEM**

68001-0278	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

TURKEY**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0808	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0691	4/19/2001	01927186.5	6/18/2008	1284803	ISSUED
------------	-----------	------------	-----------	---------	--------

UNITED KINGDOM**FILTER ASSEMBLY FOR A VACUUM CLEANER**

68001-0809	1/25/2001	01903292.9	9/30/2009	1251937	ISSUED
------------	-----------	------------	-----------	---------	--------

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0283	11/12/1990	91900623.9	3/1/1995	0496837	ISSUED
------------	------------	------------	----------	---------	--------

UNITED STATES**ACCESSORY HOLDER FOR VACUUM CLEANER**

68001-0019	2/10/1998	09/021,610	8/31/1999	5,943,731	ISSUED
68001-0461	7/26/1999	09/360,604	8/8/2000	6,098,241	ISSUED

BRUSH HOLDER FOR ELECTRIC MOTOR

68001-0017	2/5/1998	09/019,015	9/7/1999	5,949,175	ISSUED
------------	----------	------------	----------	-----------	--------

Patent Report by Country

TITLE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<i>UNITED STATES continued . . .</i>					
BRUSHLESS MOTOR					
68001-0491	10/24/2001	10/012,844	8/17/2004	6,777,844	ISSUED
CLEANING TOOL HAVING AIRFLOW DIRECTING MANIFOLD FOR A VACUUM CLEANER SYSTEM					
68001-0307	2/9/1990	478,209	6/23/1992	5,123,141	ISSUED
CLEANING TOOL HAVING SPLIT MANIFOLD					
68001-0319	9/16/1994	08/307,873	7/23/1996	5,537,710	ISSUED
CLEAT HAVING RETRACTABLE RETAINING ARMS					
68001-0022	2/9/1998	09/020,714	7/20/1999	5,924,642	ISSUED
COMBINED WET-DRY VACUUM CLEANER					
68001-0419	8/24/1998	29/092,608	1/25/2000	D419,731	ISSUED
CREVICE CLEANING TOOL FOR A VACUUM CLEANER APPARATUS					
68001-0020	2/10/1998	09/021,495	3/7/2000	6,032,328	ISSUED
DOLLY FOR A VACUUM CLEANER					
68001-0005	2/4/1998	29/083,411	9/21/1999	D414,305	ISSUED
FILTER ASSEMBLY FOR A VACUUM CLEANER					
68001-0463	1/25/2000	09/490,708	11/6/2001	6,312,508	ISSUED
68001-0510	7/23/2001	09/911,234	8/13/2002	6,432,180	ISSUED
68001-0526	4/23/2002	10/128,107	5/20/2003	6,565,637	ISSUED
FILTER FOR VACUUM CLEANER					
68001-0418	4/23/1999	09/298,137	12/19/2000	6,162,287	ISSUED
68001-0485	12/7/2000	09/732,149	9/18/2001	6,290,761	ISSUED
HANDLE ASSEMBLY FOR A VACUUM SYSTEM CLEANING TOOL					
68001-0314	6/15/1990	538,846	5/5/1992	5,109,568	ISSUED
HOUSING DESIGN FOR A POWER NOZZLE					
68001-0321	7/8/1994	29/025,696	12/24/1996	D376,879	ISSUED
INTAKE NOZZLE ASSEMBLY FOR A LIQUID BATH VACUUM CLEANER					
68001-0310	1/19/1990	467,746	6/11/1991	5,022,115	ISSUED
68001-0312	6/10/1991	713,059	6/30/1992	5,125,129	ISSUED
INTEGRATED SPIDER SEPARATOR					
68001-0567	6/12/2003	10/460,100	5/1/2007	7,210,195	ISSUED
REDUCED DIAMETER SEPARATOR FOR A VACUUM CLEANER APPARATUS					
68001-0028	11/10/1997	08/966,959	5/11/1999	5,902,386	ISSUED
SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS					
68001-0464	4/19/2000	09/552,275	10/23/2001	6,306,199	ISSUED
68001-0511	7/20/2001	09/910,573	5/21/2002	6,391,101	ISSUED
SQUEEGEE APPARATUS FOR A VACUUM CLEANER SYSTEM					
68001-0316	6/25/1992	07/904,181	1/25/1994	5,280,666	ISSUED
VACUUM CLEANER ACCESSORY HOLDER					
68001-0006	2/4/1998	29/083,515	4/11/2000	D422,764	ISSUED
VACUUM CLEANER NOZZLE					
68001-0287	4/30/1998	29/087,302	11/2/1999	D416,115	ISSUED

Patent Report by Country

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<i>UNITED STATES continued . . .</i>						
VACUUM CLEANER NOZZLE						
	68001-0288	4/30/1998	29/087,300	5/2/2000	D424,259	ISSUED
VACUUM CLEANER						
	68001-0002	2/4/1998	29/083,412	6/6/2000	D426,355	ISSUED
VACUUM CLEANER						
	68001-0003	2/4/1998	29/083,413	4/18/2000	D423,154	ISSUED
VACUUM CLEANER						
	68001-0486	12/22/2000	09/746,814	3/26/2002	6,361,587	ISSUED
WATER CONTAINER FOR A VACUUM CLEANER						
	68001-0004	2/4/1998	29/083,414	2/8/2000	D420,476	ISSUED
CLEANING SYSTEM						
	68001-0750	7/10/2009	12/501,038			PENDING
NOZZLE BRUSH ARRANGEMENTS FOR VACUUM CLEANER ASSEMBLIES						
	68001-0810	11/2/2009	12/610,731			PENDING
WATER BASIN ILLUMINATION						
	68001-0749	7/10/2009	12/501,115			PENDING
WIPO						
INTEGRATED PUMP PRIMING SYSTEM						
	68001-0668	3/10/2008	PCT/US08/56378			PUBLISHED
NOZZLE BRUSH ARRANGEMENTS FOR VACUUM CLEANER ASSEMBLIES						
	68001-0811	11/3/2009	PCT/US09/63094			PENDING

Owned Trademarks and Pending Trademark Applications

Trademark Report by Country
Status: ACTIVE

Printed: 12/3/2009 Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AFRICAN UNION							
68001-0181	RAINBOW	5/30/1997	87359	5/30/1997	37894	REGISTERED	007
68001-0086	RAINDROP & R LOGO	5/30/1997	87360	5/30/1997	37895	REGISTERED	007
ANDORRA							
68001-0239	RAINBOW	7/21/1997	7704	7/21/1997	7015	REGISTERED	007
68001-0100	RAINDROP & R LOGO	6/9/1997	7323	6/9/1997	6537	REGISTERED	007
ARGENTINA							
68001-0243	RAINBOW	9/21/2005	2619817	4/21/2006	2080828	REGISTERED	009
68001-0099	RAINDROP & R LOGO	3/23/1987	1587708	12/5/2002	1905550	REGISTERED	009
AUSTRALIA							
68001-0162	AQUAMATE (STYLIZED)	8/23/1982	380070	8/23/1982	380070	REGISTERED	009
68001-0367	LOGO (RAINBOW)	6/6/1994	631617	6/6/1994	631617	REGISTERED	009
68001-0394	LOGO (RAINBOW)	6/6/1994	631618	6/6/1994	631618	REGISTERED	016
68001-0345	LOGO (RAINBOW)	6/6/1994	631619	6/6/1994	631619	REGISTERED	003
68001-0340	LOGO (RAINBOW)	6/6/1994	631620	6/6/1994	631620	REGISTERED	003
68001-0235	RAINBOW	10/23/1984	432092	10/23/1984	432092	REGISTERED	037
68001-0234	RAINBOW	10/23/1984	417164	10/23/1984	417164	REGISTERED	009
68001-0293	RAINBOW LOGO	6/6/1994	631616	6/6/1994	631616	REGISTERED	009
68001-0097	RAINDROP & R LOGO	3/20/1987	462005	8/22/1989	462005	REGISTERED	009
68001-0248	REXAIR	2/23/1984	404186	2/23/1984	404186	REGISTERED	009
AUSTRIA							
68001-0392	LOGO (RAINBOW)	6/30/1994	AM3203/94	11/25/1994	155526	REGISTERED	016
68001-0344	LOGO (RAINBOW)	6/30/1994	AM3204/94	11/25/1994	155527	REGISTERED	003,005
68001-0339	LOGO (RAINBOW)	6/30/1994	AM3205/94	11/25/1994	155528	REGISTERED	003,005
68001-0360	LOGO (RAINBOW)	6/30/1994	AM 3202/94	4/28/1995	157820	REGISTERED	003,009
68001-0242	RAINBOW	5/18/1989	AM 2398/89	12/5/1989	128612	REGISTERED	007
68001-0292	RAINBOW LOGO	6/30/1994	AM 3201/94	12/19/1994	155838	REGISTERED	009
68001-0098	RAINDROP & R LOGO	4/8/1987	AM1315/87	9/8/1987	117275	REGISTERED	009
AZERBAIJAN							
68001-0450	RAINBOW	11/5/1998	98/4212/3	12/3/1999	991540	REGISTERED	009
68001-0449	RAINDROP & R LOGO	11/5/1998	98/4213/3	12/3/1999	991539	REGISTERED	009
BAHAMAS							
68001-0241	RAINBOW	8/30/1995	17709	8/30/1995	17709	REGISTERED	006

Trademark Report by Country

Printed: 12/3/2009

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>BAHAMAS continued . . .</i>							
68001-0106	RAINDROP & R LOGO	8/22/1995	17727	8/22/1995	17727	REGISTERED	006
BAHRAIN							
68001-0474	RAINBOW	6/4/2000	1241/2000	7/10/2002	27704	REGISTERED	009
68001-0527	RAINBOW	5/7/2002	31318	3/14/2004	31318	REGISTERED	011
BARBADOS							
68001-0237	RAINBOW	5/31/1994	N/A	10/22/1999	81/9421	REGISTERED	007
68001-0102	RAINDROP & R LOGO	5/31/1994	73/624863	10/22/1999	81/9423	REGISTERED	007
BELARUS							
68001-0233	RAINBOW	2/26/1996	960332	2/26/1996	9290	REGISTERED	009
68001-0105	RAINDROP & R LOGO	2/26/1996	960333	9/15/1998	9291	REGISTERED	009
BENELUX							
68001-0391	LOGO (RAINBOW)	6/8/1994	77483	6/8/1994	555661	REGISTERED	016
68001-0366	LOGO (RAINBOW)	6/8/1994	77482	6/8/1994	551812	REGISTERED	009
68001-0338	LOGO (RAINBOW)	6/8/1994	77484	6/8/1994	555662	REGISTERED	001,003,005
68001-0343	LOGO (RAINBOW)	6/8/1994	77481	6/8/1994	555660	REGISTERED	001,003,005
68001-0232	RAINBOW	2/23/1990	69366	2/23/1990	477403	REGISTERED	007,009
68001-0291	RAINBOW LOGO	6/8/1994	77480	6/8/1994	552303	REGISTERED	009
68001-0096	RAINDROP & R LOGO	3/24/1987	58224	3/24/1987	430643	REGISTERED	07
68001-0247	REXAIR (STYLIZED)	12/31/1971	588530	12/31/1971	107233	REGISTERED	007
BERMUDA							
68001-0231	RAINBOW	7/21/1994	26273	7/21/1994	26273	REGISTERED	009
68001-0104	RAINDROP & R LOGO	6/24/1994	26188	6/24/1994	26188	REGISTERED	009
BOLIVIA							
68001-0230	RAINBOW	9/22/1995	9503584	9/29/1999	C-75092	REGISTERED	009
68001-0103	RAINDROP & R LOGO	9/22/1995	9503585	9/30/1999	75113-C	REGISTERED	009
BOTSWANA							
68001-0229	RAINBOW	10/31/1997	BW/M/97/00912	10/31/1997	BW/M/97/00912	REGISTERED	009
68001-0107	RAINDROP & R LOGO	3/23/1987	87/1756	2/10/1994	SA13169	REGISTERED	009
BRAZIL							
68001-0069	RAINBOW	7/28/1994	817926593	9/13/1988	817926593	REGISTERED	009
68001-0108	RAINDROP & R LOGO	4/8/1987	813434025	9/13/1988	813434025	REGISTERED	009
68001-0606	REXAIR	4/29/2005	827386290	12/4/2007	827386290	REGISTERED	037
68001-0605	REXAIR	4/29/2005	827364016	12/4/2007	827364016	REGISTERED	07
68001-0604	REXAIR	4/29/2005	827364008	12/4/2007	827364008	REGISTERED	03

Trademark Report by Country						Printed: 12/3/2009	Page 3
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>BRAZIL continued . . .</i>							
68001-0246	REXAIR & DESIGN	2/14/1980	2445433	4/14/1980	2445433	REGISTERED	007
BRUNEI							
68001-0228	RAINBOW	7/12/1993	22889	5/12/1994	19240	REGISTERED	009
68001-0112	RAINDROP & R LOGO	7/12/1993	22890	7/12/1993	19740	REGISTERED	009
BULGARIA							
68001-0227	RAINBOW	3/14/1994	26555	9/16/1994	24569	REGISTERED	009
68001-0111	RAINDROP & R LOGO	3/14/1994	26554	2/2/1995	24568	REGISTERED	009
CANADA							
68001-0161	AQUAMATE (STYLIZED)	8/17/1982	490979	3/31/1983	TMA278369	REGISTERED	.
68001-0557	E2 (E SQUARED) & DESIGN	4/9/2003	1174523	3/8/2006	TMA660445	REGISTERED	**
68001-0390	LOGO (RAINBOW)	6/15/1994	757083	10/16/1997	TMA484154	REGISTERED	.
68001-0365	LOGO (RAINBOW)	6/15/1994	757085	9/29/1995	TMA448372	REGISTERED	.
68001-0348	LOGO (RAINBOW)	6/15/1994	757086	4/29/1997	TMA475408	REGISTERED	.
68001-0337	LOGO (RAINBOW)	6/15/1994	757087	4/29/1997	TMA475406	REGISTERED	.
68001-0223	RAINBOW	1/30/1974	372051	8/8/1975	TMA208662	REGISTERED	.
68001-0299	RAINBOW (LOGO)	6/15/1994	757084	4/21/1997	TMA474945	REGISTERED	.
68001-0110	RAINDROP & R LOGO	3/31/1987	581526	2/10/1989	TMA351274	REGISTERED	.
68001-0249	REXAIR	11/10/1947	197348	11/10/1947	UCA027733	REGISTERED	.
68001-0696	THE POWER OF WATER	2/14/2008	1383539			PENDING	
68001-0041	VACUUM CLEANER DESIGN	3/1/1995	776789	1/14/1999	TMA506535	REGISTERED	.
68001-0042	VACUUM CLEANER DESIGN	3/1/1995	776790	1/14/1999	TMA506534	REGISTERED	.
68001-0043	VACUUM CLEANER DESIGN	3/1/1995	776788	1/14/1999	TMA506536	REGISTERED	.
68001-0052	VACUUM CLEANER DESIGN	1/13/1986	555448	3/31/1988	TMA338799	REGISTERED	.
68001-0060	VACUUM CLEANER DESIGN	1/13/1986	555449	4/15/1988	TMA339088	REGISTERED	.
68001-0695	WET DUST CAN'T FLY	2/14/2008	1383538			PENDING	
CHILE							
68001-0194	RAINBOW	1/22/1997	366712	10/10/2007	809969	REGISTERED	009
CHINA							
68001-0735	AQUAMATE	2/22/2008	6561143			PENDING	05
68001-0622	AQUAMATE (CHINESE TRANSLATION)	2/16/2006	5160641	3/28/2009	5160641	REGISTERED	07
68001-0614	AQUAMATE (CHINESE TRANSLITERATION)	2/16/2006	5160642	3/28/2009	5160642	REGISTERED	07
68001-0620	AQUAMATE (IN ENGLISH)	1/24/2006	5137544	6/21/2009	5137544	REGISTERED	03
68001-0621	AQUAMATE (IN ENGLISH)	1/24/2006	5137543	1/21/2009	5137543	REGISTERED	07

Trademark Report by Country

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	Printed: 12/3/2009 STATUS	Page 4 CLASSES
<i>CHINA continued . . .</i>							
68001-0626	E2 & DESIGN	1/24/2006	5137615	1/14/2009	5137615	REGISTERED	07
68001-0625	R LOGO	1/24/2006	5137540			PENDING	37
68001-0736	R LOGO (SCRIPT)	2/22/2008	6561142			PENDING	05
68001-0623	R LOGO (SCRIPT)	1/24/2006	5137542			PENDING	03
68001-0836	R RAINBOW & DESIGN (SWIRL)	9/3/2009	7668794			PENDING	7
68001-0198	RAINBOW	5/26/1993	93040133	11/14/1994	715286	REGISTERED	009
68001-0731	RAINBOW	2/22/2008	6561147			PENDING	05
68001-0662	RAINBOW (Chinese translation)	6/18/2007	6116161			PENDING	03
68001-0663	RAINBOW (Chinese translation)	6/18/2007	6116162			PENDING	07
68001-0664	RAINBOW (Chinese translation)	6/18/2007	6116163			PENDING	37
68001-0732	RAINBOW (Chinese translation)	2/22/2008	6561146			PENDING	05
68001-0665	RAINBOW (Chinese	6/18/2007	6116164			PENDING	03
68001-0666	RAINBOW (Chinese	6/18/2007	6116710			PENDING	07
68001-0667	RAINBOW (Chinese	6/18/2007	6116709			PENDING	37
68001-0733	RAINBOW (Chinese	2/22/2008	6561145			PENDING	05
68001-0613	RAINBOW (IN ENGLISH)	1/24/2006	5137549			PENDING	03
68001-0615	RAINBOW (IN ENGLISH)	1/24/2006	5137548			PENDING	37
68001-0628	RAINBOWMATE (CHINESE TRANSLATION)	2/16/2006	5160643	3/28/2009	5160643	REGISTERED	07
68001-0629	RAINBOWMATE (CHINESE TRANSLITERATION)	2/16/2006	5160644	3/28/2009	5160644	REGISTERED	07
68001-0627	RAINBOWMATE (IN ENGLISH)	1/24/2006	5137585	1/14/2009	5137585	REGISTERED	07
68001-0583	RAINDROP & R LOGO	4/12/2004	4010688	7/14/2006	4010688	REGISTERED	007
68001-0734	REXAIR	2/22/2008	6561144			PENDING	05
68001-0619	REXAIR (CHINESE TRANSLITERATION)	2/16/2006	5160640	3/28/2009	5160640	REGISTERED	07
68001-0616	REXAIR (IN ENGLISH)	1/24/2006	5137547	6/21/2009	5137547	REGISTERED	03
68001-0617	REXAIR (IN ENGLISH)	1/24/2006	5137546	1/14/2009	5137546	REGISTERED	07
68001-0618	REXAIR (IN ENGLISH)	1/24/2006	5137545	8/21/2009	5137545	REGISTERED	37
68001-0694	THE POWER OF WATER (in English)	2/15/2008	6554993			PENDING	09
68001-0693	WET DUST CAN'T FLY (in English)	2/15/2008	6554994			PENDING	09
COLOMBIA							
68001-0160	AQUAMATE	10/22/1982	216948	9/26/1985	109725	REGISTERED	009
68001-0197	RAINBOW	12/2/1992	92371720	2/21/1994	157172	REGISTERED	009
COSTA RICA							

Trademark Report by Country						Printed: 12/3/2009	Page 5
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>COSTA RICA continued . . .</i>							
68001-0236	RAINBOW		N/A	6/19/1995	91778	REGISTERED	009
68001-0119	RAINDROP & R LOGO		N/A	8/28/1996	96696	REGISTERED	009
CROATIA							
68001-0196	RAINBOW	4/29/1997	Z970659A	4/2/1998	Z970659	REGISTERED	007
68001-0118	RAINDROP & R LOGO	4/29/1997	Z970660A	5/14/1998	Z970660	REGISTERED	007
CYPRUS							
68001-0195	RAINBOW	7/19/1996	45823	7/19/1996	45823	REGISTERED	009
68001-0117	RAINDROP & R LOGO	7/19/1996	45822	7/19/1996	45822	REGISTERED	009
CZECH REPUBLIC							
68001-0201	RAINBOW	5/17/1993	80011	6/30/1995	186365	REGISTERED	009
68001-0116	RAINDROP & R LOGO	5/17/1993	80012	6/30/1995	186364	REGISTERED	009
DENMARK							
68001-0336	LOGO (RAINBOW)	6/8/1994	VA 1994 04006	9/16/1994	VR 1994 06286	REGISTERED	003.005
68001-0347	LOGO (RAINBOW)	6/8/1994	VA 04 007 1994	9/16/1994	VR 06 287 1994	REGISTERED	003.005
68001-0393	LOGO (RAINBOW)	6/8/1994	VA 1994 04010	9/16/1994	VR 1994 06288	REGISTERED	016
68001-0364	LOGO (RAINBOW)	6/8/1994	VA 1994 04008	9/29/1995	VR 1995 06318	REGISTERED	009
68001-0200	RAINBOW	3/16/1990	VA 1990 02165	9/25/1992	VR 1992 08736	REGISTERED	009
68001-0298	RAINBOW LOGO	6/8/1994	VA 1994 04009	8/16/1996	VR 1996 04662	REGISTERED	009
68001-0115	RAINDROP & R LOGO	3/6/1990	VA 1990 01802	9/13/1991	VR 1991 05842	REGISTERED	009
DOMINICAN REPUBLIC							
68001-0199	RAINBOW	10/15/1992	54695	10/15/1992	54695	REGISTERED	014
68001-0205	RAINBOW	1/15/1995	59977	1/15/1995	59977	REGISTERED	014
68001-0114	RAINDROP & R LOGO	8/24/1995	37686	12/15/1995	81006	REGISTERED	020
ECUADOR							
68001-0785	AQUAMATE (STYLIZED)	6/11/2009	215116/VI/11/2009			PENDING	003
68001-0786	AQUAMATE (STYLIZED)	6/11/2009	215115/VI/11/2009			PENDING	005
68001-0787	AQUAMATE (STYLIZED)	6/11/2009	215117/VI/11/2009			PENDING	007
68001-0788	R & Design (Swirl)	6/11/2009	215120/VI/11/2009			PENDING	003
68001-0789	R & Design (Swirl)	6/11/2009	215119/VI/11/2009			PENDING	005
68001-0790	R & Design (Swirl)	6/11/2009	215121/VI/11/2009			PENDING	037
68001-0742	R LOGO (SCRIPT)	7/29/2008	0202701	6/17/2009	351709	REGISTERED	07
68001-0203	RAINBOW	4/22/1994	46930	5/31/1995	2018-95	REGISTERED	009
68001-0743	RAINBOW	7/29/2008	0202702			PENDING	03
68001-0744	RAINBOW	7/29/2007	0202704			PENDING	05

Trademark Report by Country

Printed: 12/3/2009

Page 6

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>ECUADOR continued . . .</i>							
68001-0745	RAINBOW	7/29/2008	0202703	6/17/2009	351809	REGISTERED	07
68001-0746	RAINBOW	7/29/2008	0202705	6/16/2009	144609	REGISTERED	37
68001-0793	RAINBOW & Design (Raindrop I)	6/11/2009	215128/VI/11/2009			PENDING	003
68001-0794	RAINBOW & Design (Raindrop I)	6/11/2009	215126/VI/11/2009			PENDING	005
68001-0795	RAINBOW & Design (Raindrop I)	6/11/2009	215127/VI/11/2009			PENDING	007
68001-0796	RAINBOW & Design (Raindrop I)	6/11/2009	215129/VI/11/2009			PENDING	037
68001-0784	RAINBOWMATE (STYLIZED)	6/11/2009	215114/VI/11/2009			PENDING	007
68001-0113	RAINDROP & R LOGO	4/22/1994	46929	5/31/1995	2017-95	REGISTERED	009
68001-0747	RAINDROP & R LOGO	7/29/2008	0202700	6/17/2009	352109	REGISTERED	07
68001-0797	RAINMATE (STYLIZED)	6/11/2009	215118/VI/11/2009			PENDING	011
68001-0780	REXAIR (STYLIZED FANCY X)	6/11/2009	215122/VI/11/2009			PENDING	003
68001-0781	REXAIR (STYLIZED FANCY X)	6/11/2009	215125/VI/11/2009			PENDING	005
68001-0782	REXAIR (STYLIZED FANCY X)	6/11/2009	215124/VI/11/2009			PENDING	007
68001-0783	REXAIR (STYLIZED FANCY X)	6/11/2009	215123/VI/11/2009			PENDING	037
68001-0792	THE POWER OF WATER	6/11/2009	215112/VI/11/2009			PENDING	007
68001-0791	WET DUST CAN'T FLY	6/11/2009	215113/VI/11/2009			PENDING	007
EGYPT							
68001-0202	RAINBOW	4/4/1994	90502	3/23/1997	90502	REGISTERED	009
68001-0083	RAINDROP & R LOGO	4/4/1994	90501	6/8/1996	90501	REGISTERED	009
EL SALVADOR							
68001-0826	R (SWIRL)					PROPOSED	037
68001-0825	R (SWIRL)	8/12/2009	E-95228-2009			PENDING	007
68001-0824	R (SWIRL)					PROPOSED	005
68001-0815	RAINBOW					PROPOSED	003
68001-0816	RAINBOW					PROPOSED	005
68001-0817	RAINBOW	8/12/2009	E-95230-2009			PENDING	007
68001-0818	RAINBOW					PROPOSED	037
68001-0819	RAINBOW (STYLIZED I DROP)					PROPOSED	003
68001-0820	RAINBOW (STYLIZED I DROP)					PROPOSED	005
68001-0821	RAINBOW (STYLIZED I DROP)	8/12/2009	E-95229-2009			PENDING	007
68001-0822	RAINBOW (STYLIZED I DROP)					PROPOSED	037
68001-0823	RAINBOW (SWIRL)					PROPOSED	003
EUROPEAN UNION (CTM)							

Trademark Report by Country

Printed: 12/3/2009

Page 7

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>EUROPEAN UNION (CTM) continued . . .</i>							
68001-0777	AQUAMATE	6/10/2009	008355257			PENDING	03.05,07 37
68001-0556	E2 (E SQUARED)	4/9/2003	3126927	7/14/2004	003126927	REGISTERED	007
68001-0778	R & DESIGN (SWIRL)	6/10/2009	008355208			PENDING	03.05,07 37
68001-0204	RAINBOW	6/2/1997	548917	7/15/1999	548917	REGISTERED	007,009,037
68001-0779	RAINBOW & DESIGN (RAINDROP I)	6/10/2009	008355224			PENDING	03.05,07 37
68001-0128	RAINDROP & R LOGO	6/2/1997	548867	10/20/2000	548867	REGISTERED	007,009,037
68001-0775	REXAIR	6/10/2009	008355241			PENDING	03.05,07 37
68001-0776	REXAIR (STYLIZED FANCY X)	6/10/2009	008355232			PENDING	03.05,07 37
68001-0506	REXEVENTS	6/7/2001	2254829	3/14/2003	2254829	REGISTERED	016
68001-0700	THE POWER OF WATER	2/14/2008	006668875	1/21/2009	006668875	REGISTERED	03.07,37
68001-0699	WET DUST CAN'T FLY	2/14/2008	006668873	1/16/2009	006668873	REGISTERED	03.07,37
FEDERATION OF RUSSIA							
68001-0561	E2 & DESIGN	4/9/2003	2003707498	7/22/2004	272340	REGISTERED	07
68001-0219	RAINBOW	5/31/1993	93021638	5/10/1995	125595	REGISTERED	009
68001-0138	RAINDROP & R LOGO	5/31/1993	93021635	4/28/1995	125229	REGISTERED	009
FINLAND							
68001-0335	LOGO (RAINBOW)	6/9/1994	2895/94	6/5/1995	138067	REGISTERED	001,003,005
68001-0346	LOGO (RAINBOW)	6/9/1994	2896/94	6/5/1995	138068	REGISTERED	001,003,005
68001-0363	LOGO (RAINBOW)	6/9/1994	2897/94	3/6/1995	136887	REGISTERED	007
68001-0396	LOGO (RAINBOW)	6/9/1994	2899/94	3/6/1995	136888	REGISTERED	016
68001-0208	RAINBOW	2/26/1990	1057/90	12/5/1991	115453	REGISTERED	007
68001-0296	RAINBOW LOGO	6/9/1994	2898/94	3/20/1995	137037	REGISTERED	007
68001-0082	RAINDROP & R LOGO	3/7/1990	1276/90	3/5/1992	117330	REGISTERED	009
FRANCE							
68001-0334	LOGO (RAINBOW)	6/9/1994	94523899	6/9/1994	94523899	REGISTERED	003,005
68001-0354	LOGO (RAINBOW)	6/9/1994	94523902	6/9/1994	94523902	REGISTERED	003,005
68001-0362	LOGO (RAINBOW)	6/9/1994	94523900	6/9/1994	94523900	REGISTERED	009
68001-0395	LOGO (RAINBOW)	6/14/1994	94524611	6/14/1994	94524611	REGISTERED	016
68001-0193	RAINBOW	6/29/1988	937879	6/29/1988	1642977	REGISTERED	009
68001-0295	RAINBOW LOGO	6/9/1994	94532901	6/9/1994	94523901	REGISTERED	009
68001-0081	RAINDROP & R LOGO	3/24/1987	846579	3/24/1987	1400230	REGISTERED	009,007
GERMANY							

Trademark Report by Country

Printed: 12/3/2009

Page 8

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>GERMANY continued . . .</i>							
68001-0397	LOGO (RAINBOW)	6/21/1994	R55939/16Wz	8/18/1995	2911069	REGISTERED	016
68001-0361	LOGO (RAINBOW)	6/21/1994	R55936/9Wz	6/8/1995	2907652	REGISTERED	009
68001-0333	LOGO (RAINBOW)	6/21/1994	R55938/3Wz	7/28/1995	2097941	REGISTERED	003,005
68001-0353	LOGO (RAINBOW)	6/21/1994	R55940/3Wz	7/28/1995	2097942	REGISTERED	003,005
68001-0206	RAINBOW	7/8/1987	R45599/9Wz	7/10/1991	1178742	REGISTERED	009
68001-0297	RAINBOW LOGO	6/21/1994	R55937/9WZ	6/8/1995	2907649	REGISTERED	009
68001-0080	RAINDROP & R LOGO	6/21/1993	R54102/7Wz	3/25/1994	2060721	REGISTERED	007,009,011
68001-0251	REXAIR	8/14/1975	R32120/9	7/14/1976	946660	REGISTERED	009,016,017
GREECE							
68001-0190	RAINBOW	2/14/1989	92472	3/17/1994	92472	REGISTERED	009
GUATEMALA							
68001-0159	AQUAMATE (STYLIZED)	2/3/1983	1328	4/12/1984	46099	REGISTERED	009
68001-0191	RAINBOW	8/21/2006	R-2344-2006	11/21/1996	082339	REGISTERED	009
HAWAII							
68001-0129	RAINBOW	4/21/2003	147368ZZ	7/1/2003	147368	REGISTERED	007,009
68001-0077	VACUUM CLEANER DESIGN	6/16/1986	n/a	12/1/2002	147365	REGISTERED	.
68001-0078	VACUUM CLEANER DESIGN	6/16/1986	N/A	12/1/2002	147364	REGISTERED	.
HONG KONG							
68001-0724	AQUAMATE	2/21/2008	301056456	2/21/2008	301056456	REGISTERED	03,05,07
68001-0259	AQUARAINBOW	12/4/1986	1986/5412	12/4/1986	19872664	REGISTERED	009
68001-0725	E2 & DESIGN	2/21/2008	301056465	2/21/2008	301056465	REGISTERED	07
68001-0726	R LOGO (SCRIPT)	2/22/2008	301057158	2/22/2008	301057158	REGISTERED	03,05,07 37
68001-0189	RAINBOW	6/14/1985	1985/2029	6/14/1985	19862939	REGISTERED	009
68001-0721	RAINBOW	2/22/2008	301057130			PENDING	03,05,37
68001-0723	RAINBOWMATE	2/22/2008	301057149	2/22/2008	301057149	REGISTERED	07
68001-0084	RAINDROP & R LOGO	4/7/1987	1683/87	10/10/1986	B1948/1988	REGISTERED	009
68001-0722	REXAIR	2/21/2008	301056447	2/21/2008	301056447	REGISTERED	03,05,07 37
68001-0702	THE POWER OF WATER	2/15/2008	301051659			PENDING	07
68001-0701	WET DUST CAN'T FLY	2/15/2008	301051640	2/15/2008	301051640	REGISTERED	07
HUNGARY							
68001-0188	RAINBOW	12/2/1992	M9206161	3/17/1994	137330	REGISTERED	009
68001-0089	RAINDROP & R LOGO	5/24/1993	M9302557	8/24/1995	139521	REGISTERED	009
ICELAND							

Trademark Report by Country						Printed: 12/3/2009	Page 9
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>ICELAND continued . . .</i>							
68001-0187	RAINBOW	12/20/1992	1135/1992	5/27/1993	447/1993	REGISTERED	007
68001-0088	RAINDROP & R LOGO		N/A	12/28/1993	961/1993	REGISTERED	007
INDIA							
68001-0715	AQUAMATE	2/25/2008	1657787			PENDING	03
68001-0716	AQUAMATE	2/25/2008	1657791			PENDING	05
68001-0717	AQUAMATE	2/25/2008	1657795			PENDING	07
68001-0718	E2 & DESIGN	2/25/2008	1657796			PENDING	07
68001-0719	R LOGO (SCRIPT)	2/25/2008	1657788			PENDING	03
68001-0720	R LOGO (SCRIPT)	2/25/2008	1657792			PENDING	05
68001-0710	R LOGO (SCRIPT)	2/25/2008	1657800			PENDING	37
68001-0709	R LOGO (SCRIPT)	2/25/2008	1657797			PENDING	07
68001-0185	RAINBOW	2/24/1997	734825	3/17/2004	734825	REGISTERED	007
68001-0186	RAINBOW	5/31/1988	491950	5/31/1988	491950	REGISTERED	009
68001-0727	RAINBOW	2/25/2008	1657785			PENDING	03
68001-0728	RAINBOW	2/25/2008	1657789			PENDING	05
68001-0729	RAINBOW	2/25/2008	1657798			PENDING	37
68001-0714	RAINBOWMATE	2/25/2008	1657794			PENDING	07
68001-0730	REXAIR	2/25/2008	1657786			PENDING	03
68001-0711	REXAIR	2/25/2008	1657790			PENDING	05
68001-0712	REXAIR	2/25/2008	1657793			PENDING	07
68001-0713	REXAIR	2/25/2008	1657799			PENDING	37
68001-0704	THE POWER OF WATER	2/15/2008	1654261			PENDING	07
68001-0703	WET DUST CAN'T FLY	2/15/2008	1654262			PENDING	07
INDONESIA							
68001-0184	RAINBOW	4/15/1994	H4.Hc.0101-6252	6/8/1995	336524	REGISTERED	011
68001-0030	RAINDROP & R LOGO	11/12/1987	N/A	7/16/1998	IDM000180763	REGISTERED	007
ISRAEL							
68001-0183	RAINBOW	4/4/1994	91986	11/3/1995	91986	REGISTERED	009
68001-0087	RAINDROP & R LOGO	4/4/1994	91985	1/4/1996	91985	REGISTERED	009
ITALY							
68001-0403	LOGO (RAINBOW)	6/22/1994	006087	12/18/1996	697024	REGISTERED	016
68001-0372	LOGO (RAINBOW)	6/22/1994	006092	12/18/1996	697029	REGISTERED	009
68001-0351	LOGO (RAINBOW)	6/22/1994	006088	12/18/1996	697025	REGISTERED	003
68001-0182	RAINBOW	2/22/2000	mi2000c001884	9/2/2003	905753	REGISTERED	009

Trademark Report by Country

Printed: 12/3/2009

Page 10

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>ITALY continued . . .</i>							
68001-0301	RAINBOW LOGO	6/22/1994	006091	12/18/1996	697028	REGISTERED	009
68001-0027	RAINBOW LOGO	6/22/1994	006089	12/18/1996	697026	REGISTERED	003
68001-0026	RAINDROP & R LOGO	5/7/2004	MI2004C 004628	12/16/1996	1083894	REGISTERED	9
68001-0123	VACUUM CLEANER DESIGN	9/22/1994	008598	12/24/1996	699165	REGISTERED	009
68001-0059	VACUUM CLEANER DESIGN	9/22/1994	008596	1/22/1997	702475	REGISTERED	009
68001-0053	VACUUM CLEANER DESIGN	9/22/1994	008597	1/24/1996	699164	REGISTERED	009
JAPAN							
68001-0767	AQUAMATE	2/19/2009	2009-11439			PENDING	03,05,07
68001-0258	AQUARAINBOW (ENGLISH AND KATAKANA)	4/21/1982	S67-33480	11/29/1985	1823295	REGISTERED	07,09
68001-0558	E2 (E SQUARED)	4/9/2003	2003-028641	11/28/2003	4730328	REGISTERED	007
68001-0323	FUTONMATE	7/18/1991	H03-076060	2/28/1994	2629263	REGISTERED	009,011
68001-0324	KINGNEPTUNE	12/5/1990	135698/1990	9/30/1993	2576170	REGISTERED	007,011
68001-0331	LOGO (RAINBOW)	6/22/1994	H6-62211	11/29/1996	3228806	REGISTERED	005
68001-0350	LOGO (RAINBOW)	6/22/1994	H6-62212	4/18/1997	3285640	REGISTERED	005
68001-0371	LOGO (RAINBOW)	6/22/1994	H6-62213	3/12/1997	3271848	REGISTERED	009
68001-0402	LOGO (RAINBOW)	6/22/1994	H6-62215	4/11/1997	3280565	REGISTERED	016
68001-0768	R LOGO (SCRIPT)	2/19/2009	2009-11440			PENDING	03,05,07 37
68001-0764	RAINBOW	2/19/2009	2009-11436			PENDING	03,05,07 37
68001-0763	RAINBOW & DESIGN	2/19/2009	2009-11435			PENDING	03,05,07 37
68001-0300	RAINBOW LOGO	6/22/1994	H06-062214	12/4/1998	4217518	REGISTERED	009
68001-0766	RAINBOWMATE	2/19/2009	2009-11438			PENDING	07
68001-0092	RAINDROP & R LOGO	3/24/1987	S62-30751	3/29/1991	2303931	REGISTERED	011
68001-0771	RAINMATE	2/19/2009	2009-11443	9/18/2009	5266638	REGISTERED	11
68001-0255	REXAIR	6/24/1975	S50-084595	4/27/1979	1377502	REGISTERED	7,11
68001-0765	REXAIR	2/19/2009	2009-11437			PENDING	03,05,07 37
68001-0769	THE POWER OF WATER	2/19/2009	2009-11441			PENDING	07
68001-0054	VACUUM CLEANER DESIGN	2/17/1986	S61-14051	2/23/1990	2212282	REGISTERED	011
68001-0058	VACUUM CLEANER DESIGN	2/17/1986	S61-14052	7/30/1990	2249915	REGISTERED	011
68001-0770	WET DUST CAN'T FLY	2/19/2009	2009-11442			PENDING	07
JORDAN							
68001-0180	RAINBOW	4/23/1996	41390	4/23/1996	41390	REGISTERED	009

Trademark Report by Country						Printed: 12/3/2009	Page 11
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>JORDAN continued . . .</i>							
68001-0093	RAINDROP & R LOGO	4/23/1996	41625	4/23/1996	41625	REGISTERED	009
KENYA							
68001-0178	RAINBOW	6/22/1993	40589	6/22/1993	40589	REGISTERED	009
68001-0091	RAINDROP & R LOGO	6/23/1993	40590	6/23/1993	40590	REGISTERED	009
KOSOVO							
68001-0772	RAINBOW	11/19/2008	7680			PENDING	09
68001-0773	RAINBOW MATE	11/19/2008	7679			PENDING	09
68001-0798	RAINDROP & R LOGO	11/19/2008	7681			PENDING	009
MACAO							
68001-0177	RAINBOW	3/27/1995	P14725	3/27/1995	P14725	REGISTERED	009
MALAWI							
68001-0176	RAINBOW	5/20/1994	257/94	5/20/1994	257/94	REGISTERED	009
68001-0095	RAINDROP & R LOGO	5/20/1994	258/94	5/20/1994	258/94	REGISTERED	009
MALAYSIA							
68001-0264	AQUARAINBOW	8/23/1985	85/03763	2/5/1991	85/03763	REGISTERED	009
68001-0090	RAINDROP & R LOGO	3/18/1987	87/01076B	10/14/2005	87001076	REGISTERED	009
MAURITIUS							
68001-0175	RAINBOW	6/7/1993	412	6/7/1993	A/34 412	REGISTERED	009
68001-0094	RAINDROP & R LOGO	6/7/1993	A/34 549	6/7/1993	A/34 549	REGISTERED	009
MEXICO							
68001-0559	E2 (E SQUARED)	4/9/2003	596343	8/1/2003	801996	REGISTERED	007
68001-0174	RAINBOW	3/14/1990	83163	8/21/1991	398279	REGISTERED	009
68001-0131	RAINDROP & R LOGO	3/27/1987	23214	2/19/1988	343268	REGISTERED	007
68001-0698	THE POWER OF WATER	2/15/2008	914504	2/15/2008	1092313	REGISTERED	07
68001-0697	WET DUST CAN'T FLY	2/15/2008	914507			PENDING	07
MOROCCO							
68001-0210	RAINBOW	7/21/1995	57157	7/21/1995	57157	REGISTERED	009,021
68001-0137	RAINDROP & R LOGO	7/21/1995	57156	7/21/1995	57156	REGISTERED	009,021
NEW ZEALAND							
68001-0263	AQUARAINBOW	2/16/1988	177645	9/26/1990	177645	REGISTERED	009
68001-0216	RAINBOW	2/16/1988	177644	5/26/1992	177644	REGISTERED	009
68001-0136	RAINDROP & R LOGO	5/14/1993	226960	7/26/1996	226960	REGISTERED	009
NIGERIA							
68001-0158	AQUAMATE (STYLIZED)	10/12/1982	42711	10/12/1982	42711	REGISTERED	009

Trademark Report by Country

Printed: 12/3/2009

Page 12

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>NIGERIA continued . . .</i>							
68001-0215	RAINBOW	8/12/1996	TP27927/96	8/12/1996	58354	REGISTERED	009
68001-0135	RAINDROP & R LOGO	8/12/1996	TP27926/96	8/12/1996	58353	REGISTERED	009
NORWAY							
68001-0330	LOGO (RAINBOW)	6/23/1994	943524	3/14/1996	171508	REGISTERED	003.005
68001-0357	LOGO (RAINBOW)	6/23/1994	943525	3/14/1996	171509	REGISTERED	003.005
68001-0370	LOGO (RAINBOW)	6/23/1994	943526	1/11/1996	170657	REGISTERED	009
68001-0401	LOGO (RAINBOW)	6/23/1994	943528	10/12/1995	169805	REGISTERED	016
68001-0214	RAINBOW	2/28/1990	901115	2/13/1992	149198	REGISTERED	009
68001-0582	RAINBOW & R LOGO	3/26/1991	19911584	7/8/1993	157595	REGISTERED	003,011,021
68001-0303	RAINBOW LOGO	6/23/1994	943527	7/18/1996	175400	REGISTERED	009
68001-0134	RAINDROP & R LOGO	3/6/1990	901225	9/19/1991	146970	REGISTERED	009
OMAN							
68001-0413	RAINBOW	4/18/1998	17679	1/20/2004	17679	REGISTERED	009
68001-0414	RAINDROP & R LOGO	4/18/1998	17680	2/24/2004	17680	REGISTERED	007
PAKISTAN							
68001-0368	LOGO (RAINBOW)	12/14/1995	133350	12/14/1995	133350	REGISTERED	021
68001-0369	LOGO (RAINBOW)	12/14/1995	133353	10/1/2004	133353	REGISTERED	009
68001-0120	RAINBOW	12/14/1995	133352	12/14/1995	133352	REGISTERED	009
68001-0133	RAINDROP & R LOGO	12/14/1995	133351	12/14/1995	133351	REGISTERED	009
PANAMA							
68001-0213	RAINBOW	8/29/1994	72393	1/15/1996	72393	REGISTERED	009
68001-0132	RAINDROP & R LOGO	10/3/1994	72845	2/8/1996	72845	REGISTERED	009
PARAGUAY							
68001-0423	RAINBOW	7/20/1998	15657	11/28/2006	295032	REGISTERED	09
68001-0448	RAINBOW	9/22/1998	21696-98	12/21/2000	231208	REGISTERED	07
68001-0422	RAINDROP & R LOGO	7/20/1998	15661	9/3/1999	217472	REGISTERED	003
68001-0442	RAINDROP & R LOGO	7/20/1998	15662	9/3/1999	217473	REGISTERED	005
68001-0443	RAINDROP & R LOGO	7/20/1998	15663	9/22/1999	217760	REGISTERED	007
68001-0444	RAINDROP & R LOGO	7/20/1998	15659	9/3/1999	217470	REGISTERED	009
68001-0445	RAINDROP & R LOGO	7/20/1998	15660	9/3/1999	217471	REGISTERED	016
PERU							
68001-0009	RAINBOW	2/3/1998	56277	5/29/1998	46212	REGISTERED	007
68001-0011	RAINDROP & R LOGO	2/3/1998	56276	5/29/1998	46213	REGISTERED	007
PHILIPPINES							

Trademark Report by Country							Printed: 12/3/2009	Page 13
REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES	
<i>PHILIPPINES continued . . .</i>								
68001-0211	RAINBOW	3/3/1988	64090	9/11/1989	46477	REGISTERED	009	
POLAND								
68001-0218	A.A.C. RAINBOW	4/8/1991	98178	9/27/1993	74009	REGISTERED	04,07	
68001-0671	A.A.C. RAINBOW	12/8/2000	228526	2/6/2006	171713	REGISTERED	04,07,21 35,36,37 39,41,42 43	
68001-0676	DESIGN (BLACK DROP)	12/19/1996	167959	11/24/2000	126331	REGISTERED	07	
68001-0675	DESIGN (BLUE DROP)	12/19/1996	167960	2/9/2000	118215	REGISTERED	07	
68001-0217	DESIGN (RAINBOW)	4/8/1991	Z-98180	9/27/1993	74010	REGISTERED	04,07	
68001-0673	E & DESIGN	10/8/1998	192852	2/25/2002	135036	REGISTERED	03,07,09	
68001-0674	LOGO (E SERIES)	10/8/1998	192853	2/25/2002	135037	REGISTERED		
68001-0670	RAIN MATE	12/20/2000	229266	8/24/2006	179605	REGISTERED	04,07,09 11,16,21 35,37,38	
68001-0677	RAINBOW	12/29/1993	128209	1/15/1997	93802	REGISTERED	07,09,21 32,35,37 39,40,42	
68001-0672	RAINBOW	12/8/2000	228527	2/6/2006	171714	REGISTERED	04,07,21 35,36,37 39,41,42 43	
68001-0678	RAINDROP & R LOGO	4/8/1991	98179	6/18/1993	72959	REGISTERED	04	
PORTUGAL								
68001-0222	RAINBOW	5/19/1993	291882	9/1/1994	291882	REGISTERED	009	
68001-0840	RAINBOW ASPIRADORES	5/28/2009	449622	10/22/2009	449622	REGISTERED	007	
68001-0140	RAINDROP & R LOGO	5/19/1993	291883	8/8/1994	291883	REGISTERED	009	
PUERTO RICO								
68001-0157	AQUAMATE	8/11/1989	29231	3/19/1990	29231	REGISTERED	021	
68001-0221	RAINBOW	8/18/1989	29232	3/19/1990	29232	REGISTERED	021	
68001-0139	RAINDROP & R LOGO	6/23/1987	27895	11/13/1987	27895	REGISTERED	009	
QATAR								
68001-0473	RAINBOW	5/17/2000	22861	10/3/2005	22861	REGISTERED	09	
SAUDI ARABIA								
68001-0172	RAINBOW	8/25/1993	22111	6/4/1994	309/24	REGISTERED	009	
68001-0142	RAINDROP & R LOGO	8/25/1993	22112	7/17/1994	313/60	REGISTERED	009	
SERBIA AND MONTENEGRO								
68001-0225	RAINBOW	3/7/1990	Z329/90	9/20/1990	35180	REGISTERED	009	
68001-0341	RAINBOW MATE	2/24/1992	Z-194/92	7/24/1995	38941	REGISTERED	009	

Trademark Report by Country

Printed: 12/3/2009

Page 14

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>SERBIA AND MONTENEGRO continued . . .</i>							
68001-0144	RAINDROP & R LOGO	3/7/1990	Z-328/90	9/20/1990	35179	REGISTERED	009
SINGAPORE							
68001-0261	AQUARAINBOW	8/17/1985	T85/03794D	8/17/1985	T85/03794D	REGISTERED	009
68001-0171	RAINBOW	5/16/1985	T85/02078B	12/31/1988	T85/02078B	REGISTERED	009
68001-0141	RAINDROP & R LOGO	10/10/1986	B1223/87	10/10/1986	T87/01223Z	REGISTERED	009
SLOVAK REPUBLIC							
68001-0170	RAINBOW	5/19/1993	7171993	8/6/1996	177016	REGISTERED	009
68001-0130	RAINDROP & R LOGO	5/21/1993	7381993	10/7/1996	177102	REGISTERED	009
SLOVENIA							
68001-0814	R RAINBOW & Design (Swirl and Shield)	2/5/2009	200970157			PENDING	007,011,035
SOUTH AFRICA							
68001-0212	RAINBOW	11/13/1992	92/9752	11/13/1992	92/9752	REGISTERED	009
68001-0152	RAINDROP & R LOGO	3/23/1987	87/1756	12/12/1988	87/1756	REGISTERED	009
68001-0466	SCRIPT R	1/24/2000	2000/01081	7/15/2005	2000/01081	REGISTERED	016
68001-0467	SCRIPT R	1/24/2000	2000/01079	7/15/2005	2000/01079	REGISTERED	006
68001-0468	SCRIPT R	1/24/2000	2000/01080	7/15/2005	2000/01080	REGISTERED	009
68001-0465	SCRIPT R	1/20/2000	2000/00883	5/16/2003	2000/00883	REGISTERED	025
68001-0469	SCRIPT R	1/24/2000	2000/01082	7/15/2005	2000/01082	REGISTERED	019
SOUTH KOREA							
68001-0684	AQUAMATE (DIVISIONAL OF 68001-0632)	11/23/2007	60279/2007	8/3/2009	796817	REGISTERED	07,05
68001-0632	AQUAMATE (IN ENGLISH)	2/8/2006	6308/2006	9/19/2008	761817	REGISTERED	03
68001-0265	AQUARAINBOW	8/14/1992	22536/1992	9/13/1993	274216	REGISTERED	021
68001-0634	E2 & DESIGN	2/8/2006	6312/2006	10/27/2006	683401	REGISTERED	07
68001-0633	R LOGO	2/8/2006	445/2006	5/25/2007	20010	REGISTERED	3,5,7 37
68001-0630	RAINBOW (IN ENGLISH)	2/8/2006	439/2006	8/2/2007	20775	REGISTERED	37
68001-0636	RAINBOW (KOREAN TRANSLATION)	2/8/2006	442/2006	8/2/2007	20776	REGISTERED	37
68001-0681	RAINBOW (KOREAN TRANSLATION) (RE-FILE OF 68001-0636)	11/22/2007	59866/2007	8/20/2008	757938	REGISTERED	07
68001-0680	RAINBOW (RE-FILE OF 68001-0630)	11/22/2007	59864/2007	8/20/2008	757936	REGISTERED	07
68001-0679	RAINBOW (STYLIZED)	10/27/1990	31655/1990	3/28/1992	234841	REGISTERED	07,09,11
68001-0683	RAINBOWMATE (KOREAN TRANSLATION) (RE-FILE OF 68001-0638)	11/22/2007	59870/2007	8/20/2008	757939	REGISTERED	07

Trademark Report by Country

Printed: 12/3/2009 Page 15

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>SOUTH KOREA continued . . .</i>							
68001-0682	RAINBOW/MATE (RE-FILE OF 68001-0635)	11/22/2007	59865/2007	8/20/2008	757937	REGISTERED	07
68001-0254	REXAIR	8/29/1983	11528/2004	11/1/1984	106676	REGISTERED	007,009,011
68001-0631	REXAIR (IN ENGLISH)	2/8/2006	443/2006	5/25/2007	20009	REGISTERED	3,5,37
68001-0706	THE POWER OF WATER	2/15/2008	7009/2008	4/16/2009	786154	REGISTERED	09
68001-0705	WET DUST CAN'T FLY	2/15/2008	7008/2008	4/16/2009	786153	REGISTERED	09
SPAIN							
68001-0400	LOGO (RAINBOW)	6/30/1994	1911747	1/5/1995	1911747	REGISTERED	016
68001-0377	LOGO (RAINBOW)	6/30/1994	1911745	1/5/1995	2624966	REGISTERED	021,009
68001-0356	LOGO (RAINBOW)	6/30/1994	1911744	1/5/1995	2624965	REGISTERED	005,003
68001-0329	LOGO (RAINBOW)	6/30/1994	1911743	1/5/1995	2624964	REGISTERED	005,003
68001-0169	RAINBOW	2/28/1990	1552348	1/5/1994	1552348	REGISTERED	009
68001-0302	RAINBOW LOGO	6/30/1994	1911746	1/5/1995	2624967	REGISTERED	009,021
68001-0151	RAINDROP & R LOGO	6/12/1992	1707369	4/5/1993	1707369	REGISTERED	009
SWEDEN							
68001-0349	LOGO (RAINBOW - in Color)	6/16/1994	94/06371	9/22/1995	304608	REGISTERED	009
68001-0326	LOGO (RAINBOW)	6/16/1994	94-06370	9/22/1995	304607	REGISTERED	003,005
68001-0375	LOGO (RAINBOW)	6/16/1994	94-06372	4/7/1995	300420	REGISTERED	009
68001-0379	LOGO (RAINBOW)	6/16/1994	94-06373	5/19/1995	301831	REGISTERED	009
68001-0399	LOGO (RAINBOW)	6/16/1994	94-06374	6/9/1995	302824	REGISTERED	016
68001-0167	RAINBOW	2/1/1989	89-00923	11/12/1993	253240	REGISTERED	009
68001-0150	RAINDROP & R LOGO	2/10/1989	891233	12/14/1990	220024	REGISTERED	009
SWITZERLAND							
68001-0560	E2 (E SQUARED)	4/9/2003	02043/2003	4/9/2003	510981	REGISTERED	007
68001-0327	LOGO (RAINBOW)	6/8/1994	3862/1994.5	6/8/1994	423952	REGISTERED	003,005
68001-0168	RAINBOW	11/18/1992	8250/1992.7	11/18/1992	402319	REGISTERED	009
68001-0358	RAINBOW LOGO 2	6/8/1994	3863/1994.7	6/8/1994	423953	REGISTERED	003,005
68001-0374	RAINBOW LOGO 3	6/8/1994	3864/1994.9	6/8/1994	425651	REGISTERED	009
68001-0378	RAINBOW LOGO 4	6/8/1994	3865/1994.0	6/8/1994	425652	REGISTERED	009
68001-0253	REXAIR	12/29/1988	3290	12/29/1988	369100	REGISTERED	009
TAIWAN							
68001-0165	RAINBOW	4/23/1997	86019952	1/16/1999	834895	REGISTERED	009
68001-0708	THE POWER OF WATER	2/15/2008	97006587			PENDING	09
68001-0707	WET DUST CAN'T FLY	2/15/2008	97006588			PENDING	09

Trademark Report by Country

Printed: 12/3/2009

Page 16

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TANGIERS							
68001-0166	RAINBOW	7/20/1995	10547	7/20/1995	10547	REGISTERED	009,021
68001-0149	RAINDROP & R LOGO	7/20/1995	10548	7/20/1995	10548	REGISTERED	009,021
THAILAND							
68001-0044	RAINBOW	3/29/1988	356237	5/27/1999	KOR92118	REGISTERED	007
TURKEY							
68001-0164	RAINBOW	3/19/1990	2200/90	3/19/1990	118253	REGISTERED	007
68001-0470	RAINBOW E SERIES	6/19/2000	2000/12145	6/19/2000	2000/12145	REGISTERED	007
68001-0148	RAINDROP & R LOGO	3/19/1990	2199/90	3/19/1990	118371	REGISTERED	007
68001-0653	RAINMATE	6/22/2006	2006/30242	11/25/2008	2006/30242	REGISTERED	11
UGANDA							
68001-0173	RAINBOW	7/22/1994	19141	7/22/1994	19141	REGISTERED	009
68001-0147	RAINDROP & R LOGO	7/22/1994	19142	7/22/1994	19142	REGISTERED	009
UKRAINE							
68001-0645	AQUAMATE	9/5/2006	m200613367	9/25/2008	96858	REGISTERED	05,07
68001-0646	E2 & DESIGN	9/5/2006	m200613371	5/12/2008	91167	REGISTERED	07
68001-0647	R LOGO	9/5/2006	m200613368	8/11/2008	94820	REGISTERED	03,05,07 37
68001-0643	RAINBOW	9/5/2006	m200613361	5/12/2009	106424	REGISTERED	03,05,07 37
68001-0761	RAINBOW		m2005-512646		78797	REGISTERED	
68001-0648	RAINBOWMATE	9/5/2006	m200613380	9/25/2008	96859	REGISTERED	07
68001-0644	REXAIR	9/5/2006	m200613366	5/12/2008	91166	REGISTERED	03,05,07 37
UNITED ARAB EMR							
68001-0238	RAINBOW	6/20/1994	6667	12/23/1996	7472	REGISTERED	009
UNITED KINGDOM							
68001-0404	LOGO (RAINBOW)	6/14/1994	1575342	10/6/1995	1575342	REGISTERED	016
68001-0373	LOGO (RAINBOW)	6/7/1994	1574411	6/30/1995	1574411	REGISTERED	009
68001-0352	LOGO (RAINBOW)	6/14/1994	1575343	2/24/1995	1575343	REGISTERED	003
68001-0332	LOGO (RAINBOW)	6/14/1994	1575345	4/26/1996	1575345	REGISTERED	005
68001-0207	RAINBOW	2/28/1990	1416071	2/12/1993	1416071	REGISTERED	009
68001-0192	RAINBOW	4/30/1976	1062215	4/30/1976	1062215	REGISTERED	005
68001-0294	RAINBOW LOGO	6/7/1994	1574339	10/13/1995	1574339	REGISTERED	009
68001-0085	RAINDROP & R LOGO	10/10/1986	1304200	3/10/1989	1304200	REGISTERED	009
68001-0250	REXAIR	10/7/1954	734776	10/7/1954	734776	REGISTERED	009

Trademark Report by Country

Printed: 12/3/2009

Page 17

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
68001-0593	AQUAMATE	3/21/2005	78/591,631	10/17/2006	3,156,519	REGISTERED	5,7
68001-0155	AQUAMATE (STYLIZED)	1/25/1982	73/346,943	11/30/1982	1,218,263	REGISTERED	009
68001-0153	DESIGN (VACUUM CLEANER)	7/6/1987	73/670,102	2/16/1988	1,476,692	REGISTERED	009
68001-0012	E & LOGO	1/9/1998	75/418,799	8/8/2000	2,375,755	REGISTERED	007
68001-0383	E SERIES	11/11/1997	75/391,526	8/22/2000	2,379,877	REGISTERED	007
68001-0539	E2 & DESIGN	10/9/2002	76/457,232	3/29/2005	2,936,661	REGISTERED	007
68001-0496	HURRICANE (STYLIZED)	1/31/1962	72/136,953	1/15/1963	743,711	REGISTERED	09
68001-0029	LOGO (RAINBOW SE AQUAMATE)	7/7/1994	74/546,602	3/17/1998	2,143,799	REGISTERED	016
68001-0342	LOGO (RAINBOW)	12/30/1993	74/474,758	1/17/1995	1,873,523	REGISTERED	003,005
68001-0748	R & Design (Script R)	6/3/2009	77/751,454			PENDING	03,05,07 37
68001-0015	R & LOGO	10/30/1997	75/385,412	2/8/2000	2,317,087	REGISTERED	005,007,016
68001-0016	R & LOGO	10/30/1997	75/385,411	12/7/1999	2,298,752	REGISTERED	007,016
68001-0008	RAINBOW	4/30/1973	72/455,965	9/24/1974	993,728	REGISTERED	009
68001-0594	RAINBOW & Design	3/21/2005	78/591,683			ALLOWED	03,05,07 37
68001-0595	RAINBOW & DESIGN (WITH ORBIT)	3/21/2005	78/591,716			ALLOWED	03,05,07 37
68001-0322	RAINBOW MATE	11/25/1991	74/224,692	7/13/1993	1,782,060	REGISTERED	009
68001-0257	RAINBOW PACESETTERS & DESIGN	3/25/1988	73/719,047	7/18/1989	1,548,577	REGISTERED	035
68001-0405	RAINBOWMATE (STYLIZED)	6/27/1994	74/546,913	6/6/1995	1,897,430	REGISTERED	009
68001-0010	RAINDROP & R LOGO	10/10/1986	73/624,863	7/21/1987	1,448,262	REGISTERED	009
68001-0476	RAINMATE	7/14/2000	76/089,225	11/19/2002	2,652,458	REGISTERED	011
68001-0477	RAINMATE & DESIGN	7/14/2000	76/089,227	12/3/2002	2,656,996	REGISTERED	009
68001-0245	REXAIR	7/1/1954	71/669,274	8/16/1955	610,593	REGISTERED	009
68001-0602	REXAIR (STYLIZED FANCY X)	2/12/2005	78/566,206	8/19/2008	3,490,196	REGISTERED	03,05,07 37
68001-0597	THE POWER OF WATER	8/15/2007	77/256,233	9/23/2008	3,503,841	REGISTERED	7
68001-0051	VACUUM CLEANER DESIGN	7/15/1985	73/548,115	4/14/1987	1,436,270	REGISTERED	009
68001-0057	VACUUM CLEANER DESIGN	7/12/1985	73/547,696	4/14/1987	1,436,269	REGISTERED	009
68001-0457	WET DUST CAN'T FLY	8/15/2007	77/256,126	6/23/2009	3,644,198	REGISTERED	07
URUGUAY							
68001-0209	RAINBOW	9/12/1995	281100	5/20/1997	380111	REGISTERED	009
68001-0025	RAINDROP & R LOGO	9/12/1995	281099	7/2/1997	380110	REGISTERED	009
VENEZUELA							

Trademark Report by Country

Printed: 12/3/2009

Page 18

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>VENEZUELA continued . . .</i>							
68001-0156	AQUAMATE		n/a	6/10/1994	159296	REGISTERED	09
68001-0070	RAINBOW	3/6/1990	003372-90			PENDING	021
68001-0146	RAINDROP & R LOGO	3/31/1987	4264	1/7/1991	140480	REGISTERED	007
68001-0252	REXAIR	8/1/1986	1986-10280	11/7/1988	24875-d	REGISTERED	09
68001-0071	ROBOT RAINBOW		n/a	6/8/1978	86812-F	REGISTERED	
68001-0072	ROBOT RAINBOW		N/A	6/15/1978	13515-D	REGISTERED	
VIETNAM							
68001-0145	RAINDROP & R LOGO	5/20/1997	N971965	10/21/1998	28544	REGISTERED	009
ZIMBABWE (RHODESIA)							
68001-0224	RAINBOW	4/26/1994	623/94	4/26/1994	623/94	REGISTERED	009
68001-0143	RAINDROP & R LOGO	4/26/1994	B622/94	4/26/1994	B622/94	REGISTERED	009

Owned Copyrights

68001-000A	RAINBOW OWNER'S MANUAL	TX-3-189-858 REGISTERED
68001-000B	RAINBOW OWNER'S MANUAL	TX-3-189-859 REGISTERED
68001-000C	RAINBOW SE CLEANING SYSTEM	TX-4-448-028 REGISTERED

Licensed Intellectual Property

Trademarks licensed from the Borrower:

Rexair's Distributor Agreements include a trademark license whereby Rexair grants the distributor a limited, nonexclusive, revocable license to use certain trademarks.

Trademark License Agreement dated September 25, 2003 by and between Rexair, Inc. and J.D. Brophy, Inc., regarding the "HURRICANE" trademark, U.S. Reg. No. 0,743,711.

Trademarks licensed to the Borrower:

In its ordinary course of business, (1) Rexair enters into agreements with safety agencies and certification agencies in the countries in which its products are sold, pursuant to which agreement Rexair is permitted to use the certification logo of the pertinent agency in conjunction with Rexair's distribution of Rexair product and (2) Rexair is the beneficiary of various software licenses.