

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guardian Technologies LLC		05/23/2011	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	600 Superior Ave., E., Ste 200		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Ohio Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3395538	GERMGUARDIAN	
Registration Number:	3553934	GERMGUARDIAN	
Registration Number:	3636242	GUARDIAN PRECISION EDGE	
Registration Number:	3276349	GERMGUARDIAN	
Registration Number:	3321227	HYGIA	
Registration Number:	3644002	GUARDIAN EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)348-5474		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2163485400		
<b>Email:</b>	ip@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	David T. Movius c/o McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Ave., E., Ste 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		

**CH \$165.00 3395538**

**900192698**

**TRADEMARK  
 REEL: 004547 FRAME: 0406**

ATTORNEY DOCKET NUMBER:	10023-367
NAME OF SUBMITTER:	David T. Movius
Signature:	/David T. Movius/
Date:	05/24/2011

**Total Attachments: 9**

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## EXECUTION FORM

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of the 23rd day of May 2011, by **GUARDIAN TECHNOLOGIES LLC**, an Ohio limited liability company ("Pledgor"), and delivered to **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender").

#### BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Credit and Security Agreement dated of even date herewith by and among Pledgor and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights, patent applications and registrations (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor's Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor's Obligations under the Loan Documents, Pledgor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Pledgor hereby authorizes Lender to file a copy of this Agreement in the United States Patent and Trademark Office,

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the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect Lender's security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the material Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§ 1051-1141n, 17 U.S.C. §§ 101, et seq., 35 U.S.C. §§ 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Lender's request, Pledgor shall provide Lender and Lender's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Lender.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Ohio, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power upon the occurrence and continuation of an Event of Default to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Lender to file a copy of such assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Lender's interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees,

encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any material trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any material Patent, Trademark or Copyright without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned, or delayed.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Ohio without regard to its otherwise applicable principles of conflicts of laws.


19. **PLEDGOR AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING**

**OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

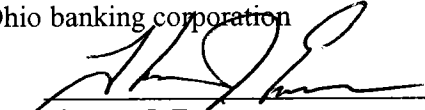
**GUARDIAN TECHNOLOGIES LLC,**  
an Ohio limited liability company

By: RDJ LLC, its Sole Member

By:   
Name: DAVID BRICKNER  
Title: MEMBER

Approved and Accepted:

**FIFTH THIRD BANK,**  
an Ohio banking corporation

By:   
Name: Thomas J. Evans  
Title: Vice President

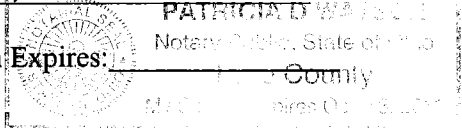
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**CORPORATE ACKNOWLEDGMENTS**

UNITED STATES OF AMERICA :  
STATE OF Ohio : SS  
COUNTY OF Cuyahoga :

Acknowledged before me on this 10<sup>th</sup> of May 2011, before me personally appeared David Brubaker to me known and being duly sworn, deposes and says that s/he is the member of RDJ LLC, the sole member of GUARDIAN TECHNOLOGIES LLC, an Ohio limited liability company, the Pledgor described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Patricia D. Watson  
Notary Public  
My Commission Expires: \_\_\_\_\_  


UNITED STATES OF AMERICA :  
STATE OF OHIO : SS  
COUNTY OF CUYAHOGA :

Acknowledged before me on this 12<sup>th</sup> of May 2011, before me personally appeared Thomas J. Evans to me known and being duly sworn, deposes and says that he is the Vice President of FIFTH THIRD BANK, an Ohio banking corporation, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Jason M. Smith  
Notary Public  
My Commission Expires: Never

**JASON M. SMITH, Atty.**  
NOTARY PUBLIC • STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

Patents:

	Title	Application Number	Status	Type	Country
1	Hand Held Vacuum Cleaner and Base	29/271,470	Granted Patent No. D594,607	Design	United States
2	Hand Held Vacuum Cleaner and Base	746,136	Granted Community Reg. Nos. 000746136- 0001 and 000746136- 0002	Design	Europe
3	UVC Air Sterilizer Charge Base for A Battery Powered Hand Held Vacuum	12/014,919	Abandoned	Utility	United States
4	UVC Air Sterilizer Charge Base for A Battery Powered Hand Held Vacuum	0800783.3	Abandoned	Utility	United Kingdom
5	UVC Air Sterilizer Charge Base for A Battery Powered Hand Held Vacuum	102008005082.2	Abandoned	Utility	Germany
6	Pluggable Wall Filter	29/357,491	Granted April 19, 2011 US Patent No. D636,475	Design	United States

Trademarks:

Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods/ Services	Status
US	GERMGUARDIAN	77/088,948	01/23/07	3,395,538	03/11/08	Vacuum cleaners (class 07)	Registered  Affidavit of Use due 03/11/14  Renewal Due 03/11/18

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Country	Mark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Goods/ Services	Status
US	GERMGUARDIAN	77/475,507	05/15/08	3,553,934	12/30/08	Humidifiers (class 11)	Registered Affidavit of Use due 12/30/14 Renewal due 12/30/18
US	GUARDIAN PRECISION EDGE	77/394,569	02/12/08	3,636,242	06/09/09	Electric shavers; electric hair trimmers (class 08)	Registered Affidavit of Use due 06/09/15 Renewal due 06/09/19
CANADA	GERMGUARDIAN	1,426,602	02/03/09	-	-	Humidifiers (class 11)	Pending Payment of Registration Fee due <b>08/11/11</b>
US	GERM GUARDIAN	78/487,124	09/21/04	3,276,349	08/07/07	Air sterilizer utilizing ultra violet light	Registered Affidavit of Use due 08/07/13 Renewal due 02/07/18
US	HYGIA	78/820,859	02/22/06	3,321,227	10/23/07	Air purifiers	Registered Affidavit of Use due 10/23/13 Renewal due 10/23/17
US	GUARDIAN EDGE	77/078,861	01/09/07	3,644,002	06/23/09	Electric Shavers and electric hair trimmers	Registered Affidavit of Use due 06/23/15 Renewal due 06/23/19

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