

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|---|----------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Royal Bank of Scotland | | 08/28/2012 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Oreck Holdings, LLC | | |
| Street Address: | 565 Marriott Drive | | |
| Internal Address: | Suite 300 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37214 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0611747 | ELECTRIKBROOM | |
| Registration Number: | 3347488 | ORECK | |
| Registration Number: | 3297294 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6152524707 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 615-252-4639 | | |
| Email: | jneue@babco.com | | |
| Correspondent Name: | Jacob W. Neu | | |
| Address Line 1: | 1600 Division Street | | |
| Address Line 2: | Suite 700 | | |
| Address Line 4: | Nashville, TENNESSEE 37203 | | |
| ATTORNEY DOCKET NUMBER: | 107809-301009 | | |

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| NAME OF SUBMITTER: | Jacob W Neu |
| Signature: | /jacobwneu/ |
| Date: | 08/30/2012 |
| Total Attachments: 3 source=RBSRelease#page1.tif source=RBSRelease#page2.tif source=RBSRelease#page3.tif | |

NUNC PRO TUNC
RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), executed on August 28, 2012 and having effect as of March 19, 2010, is made by THE ROYAL BANK OF SCOTLAND PLC as collateral agent (the "Collateral Agent") to the Secured Parties under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, ORECK CORPORATION (the "Borrower") and the Collateral Agent entered into that certain Credit Agreement, dated as of February 2, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Collateral Agent and the various financial institutions party thereto as lenders thereunder (each individually a "Lender", and collectively the "Lenders"), pursuant to which Credit Agreement the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Security Agreement dated as of February 2, 2005, that certain Trademark Security Agreement dated as of February 2, 2005, that certain Patent Security Agreement dated as of February 2, 2005, and that certain Copyright Security Agreement dated as of February 2, 2005 (collectively, the "Security Agreements"), the Borrower and certain of the Borrower's Subsidiaries granted security interests in certain intellectual property owned by the Borrower (collectively, the "Collateral");

WHEREAS, the Security Agreements were recorded in the U.S. Patent and Trademark Office on March 10, 2005, at Reel 015756 Frame 0001 for patents, on March 11, 2005, at Reel 003044 Frame 0914 for trademarks, and in the U.S. Copyright Office on July 8, 2005 at volume 3527 document number 361 (and which applied to the same copyright registrations for which Collateral Agent received a security interest recorded on April 11, 2003 at volume 3500 document number 141);

WHEREAS, the Security Agreements were supplemented by that certain Intellectual Property Security Agreement Supplement, which listed as Collateral additional patents and trademarks, and which was dated July 16, 2007 and recorded in the U.S. Patent and Trademark Office on July 19, 2007 at Reel 091575 Frame 0718 for patents, and on July 17, 2007 at Reel 3582 Frame 0158 for trademarks;

WHEREAS, the Security Agreements were further supplemented by that certain Intellectual Property Security Agreement Supplement, which listed as Collateral additional patents, and which was dated July 23, 2008 and recorded in the U.S. Patent and Trademark Office on July 24, 2008 at Reel 021289 Frame 0733 for patents; and


WHEREAS, in that certain "Release of Security Interest in Intellectual Property Collateral" dated March 19, 2010, Collateral Agent fully and irrevocably released and terminated, without representation, recourse, warranty whatsoever, all security interest in the Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and with the intent of releasing the Collateral, but unintentionally did not specifically list the patents, trademarks copyrights attached hereto as Exhibit A to be released (collectively, the "Properties").

NOW THEREFORE, the Collateral Agent hereby fully and irrevocably **RELEASES** and terminates, without representation, recourse or warranty whatsoever, all of its security interest in the Properties as Collateral, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Property as Collateral to the Borrower or to the Borrower affiliate that is the record owner of the Collateral, as applicable. The release and termination effected hereby has effect as of March 19, 2010.

The Collateral Agent agrees, at the Borrower's expense, to cooperate with the Borrower and its Subsidiaries and to provide the Borrower and its Subsidiaries with the information and additional authorization if it is required or desirable to effect the release of the Collateral Agent's security interest in the released collateral described herein.

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

THE ROYAL BANK OF SCOTLAND PLC, as
Collateral Agent

By: 

Name: **Michael T. Fabiano**
Title: **Managing Director**

EXHIBIT A
PROPERTIES RELEASED

Patents and Patent Applications

| APPLICATION NO. | PATENT NO. |
|------------------------|-------------------|
| 11/023,113 | 7,713,330 |
| 11/042,746 | 7,316,729 |
| 11/148,056 | 7,316,736 |
| 11/405,723 | 7,306,655 |
| 11/405,751 | 7,306,648 |
| 11/405,778 | 7,481,870 |
| 11/405,779 | 7,291,206 |
| 11/405,861 | 7,276,106 |
| 11/431,313 | 7,264,659 |
| 11/479,072 | 7,857,884 |
| 11/481,376 | |
| 11/487,912 | 7,357,828 |
| 11/488,301 | 7,597,749 |
| 11/499,595 | 7,547,352 |
| 11/502,983 | 7,938,896 |
| 29/265,063 | D563,538 |
| 29/267,534 | D551,330 |
| 11/349,011 | |
| 11/350,713 | 7,670,400 |
| 11/351,189 | 7,585,344 |
| 11/360,044 | 7,507,980 |
| 11/360,045 | 7,444,711 |
| 11/360,046 | 7,476,885 |
| 11/360,189 | |
| 11/364,171 | 7,794,518 |
| 11/364,444 | 7,857,890 |
| 11/412,463 | 7,775,337 |
| 11/434,003 | |
| 11/481,321 | |
| 11/488,335 | 7,413,594 |
| 11/492,405 | 7,669,901 |
| 11/500,816 | 7,625,424 |
| 11/501,299 | |
| 11/502,661 | |
| 11/676,347 | |

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|------------|-----------|
| 12/106,203 | 8,112,841 |
| 12/197,702 | 7,721,383 |

Trademarks

| SERIAL NO. | REGISTRATION NO. |
|-------------------|-------------------------|
| 71/675,006 | 611,747 |
| 77/132,984 | 3,347,488 |
| 78/703,760 | 3,297,294 |

Copyrights

| REGISTRATION NO. |
|-------------------------|
| TX 2-039-901 |
| TX 2-338-232 |
| TX 4-253-826 |
| VA 257-326 |
| VA 285-794 |
| VA 312-064 |
| VA 347-822 |

The following patent and trademark applications were included as collateral in the Intellectual Property Security Agreement Supplement dated July 16, 2007, but were later abandoned.

Trademark Ser. No. 78/830,466
Patent App. No. 11/499,488
Patent App. No. 11/676,431
Patent App. No. 11/351,005