

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
Home Care Industries, Inc.		05/20/2010	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association
Street Address:	300 Commercial Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: MASSACHUSETTS

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	0793138	HC
Registration Number:	1661692	
Registration Number:	1685783	MICRO-LINER
Registration Number:	1712680	MICRO-LINED
Registration Number:	1714667	MICRO-CLEAN
Registration Number:	1109247	MULTI-FILTER
Registration Number:	1235647	
Registration Number:	0735833	HOME CARE
Registration Number:	1767502	QUINTEX
Registration Number:	1784089	HC
Registration Number:	1858162	BACTRATAT
Registration Number:	2351407	CLEAN-SEAL
Registration Number:	3016234	FILTER POWER
Registration Number:	2930891	DVC

**TRADEMARK**

CH \$440.00 0793138

Registration Number:	3042712	DVC ALLERGEN PERFORMANCE
Registration Number:	1364353	FINAL-AIR
Registration Number:	0779863	ALFCO

**CORRESPONDENCE DATA**

Fax Number: 9732951292  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 973-443-3572  
 Email: agostinoj@gtlaw.com  
 Correspondent Name: Joseph Agostino  
 Address Line 1: 200 Park Avenue  
 Address Line 2: Greenberg Traurig, LLP  
 Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	050255-025200
NAME OF SUBMITTER:	Joseph Agostino
Signature:	/Joseph Agostino/
Date:	02/12/2013

Total Attachments: 13  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of May 20, 2010, is made by and between Home Care Industries, Inc., a North Carolina corporation having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

### Recitals

A. Company, Home Care Filter Products LLC, Home Care Canada LTD. (collectively, the "Borrowers"), and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Borrowers.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness; provided, however, that the foregoing grant by Company of a security interest in any Trademark licenses and Patent licenses shall not include any license granted to Company (as licensee) by any third party if and to the extent that (a) the terms of the agreement or agreements creating or evidencing such license prohibit such grant and (b) the term prohibiting such grant is effective as a matter of law and has not been waived or the consent of the necessary party to the grant to Wells Fargo has not been obtained; provided, further, (i) if any such prohibition is subsequently lifted, terminated or is otherwise no longer effective as a matter of law or is waived or the consent of the necessary party is obtained, the foregoing grant by Company of such license in favor of Wells Fargo shall automatically arise hereunder without any further action on the part of Company or Wells Fargo and (ii) nothing contained herein shall be deemed to limit, impair or otherwise affect the grant to Wells Fargo of any rights or interests of Company in or to monies due or to become due in connection with any such license. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, provided, however, that the Security Interest shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of Company's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Security Interest.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right to use as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to

Company's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any Patents or Trademarks used by any Borrower and material to such Borrower's business or operations that are not subject to a license agreement between such Affiliate and such Borrower. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such Patents or Trademarks, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens and the rights of any applicable licensors. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of (A) all Liens except Permitted Liens and (B) with respect to Patents and Trademarks licensed to Company, the rights of the applicable licensor(s), and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens and the rights of any applicable licensors.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance

fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all reasonable moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under Section 3(i), or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure shall have continued unremedied for a period of thirty (30) days; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents reasonably required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Company and Wells Fargo, or by the party hereto against whom the waiver is to be enforced. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given

effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**


[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOME CARE INDUSTRIES, INC.

By:   
Name: ROBERT J. LOGEMAN  
Title: PRESIDENT

STATE OF N.J. )  
COUNTY OF Passaic )

The foregoing instrument was acknowledged before me this 19 day of May, 2008,  
by ROBERT J. LOGEMAN the President of HOME CARE INDUSTRIES, INC., a  
NJM. CORP. corporation, on behalf of the corporation.

  
Notary Public

ALICE M. RYAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 10, 2012

Wells Fargo Bank, National Association  
c/o Wells Fargo Business Credit  
300 Commercial Street  
Boston, MA 02109  
Attention: Evan M. Israelson  
Fax: (617) 248-8922  
E-mail: evan.m.israelson@wellsfargo.com

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: *Evan Israelson*  
EVAN ISRAELSON  
Its Vice President

With a copy to:

Greenberg Traurig, LLP  
One International Place  
Boston, MA 02110  
Attention: Jeffrey M. Wolf, Esq.  
Fax: (617) 310-6001  
Email: wolfje@gtlaw.com

STATE OF MA )  
COUNTY OF Suffolk )

The foregoing instrument was acknowledged before me this 18th day of May, 2010, by Evan Israelson, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

*Dorothy M. Lesperance*  
Notary Public

My Commission Expires: June 20, 2014

Signature Page to Patent and Trademark Security Agreement

TRADEMARK  
REEL: 004960 FRAME: 0986

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Borrower</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Home Care Industries, Inc.	VACUUM CLEANER BAG	5,244,703	14-Sep-1993
Home Care Industries, Inc.	CRIMPED VACUUM BAG SEAL AND METHOD OF MAKING THE SAME	5,181,946	26-Jan-1993
Home Care Industries, Inc.	VACUUM CLEANER BAG WITH ELECTROSTATICALLY CHARGED MELTBLOWN LAYER	5,306,534	26-Apr-1994
Home Care Industries, Inc.	OPTIONAL DEODORANT DISPENSER FOR VACUUM CLEANER	5,342,420	30-Aug-1994
Home Care Industries, Inc.	VACUUM CLEANER WITH CHARGE GENERATOR AND BAG THEREFOR	5,400,465	28-Mar-1995
Home Care Industries, Inc.	DISPOSABLE DUST BAG FOR VACUUM CLEANER AND THE LIKE	5,464,460	07-Nov-1995
Home Care Industries, Inc.	SELF-ALIGNING, SELF-SEALING VACUUM BAG	5,613,989	25-Mar-1997
Home Care Industries, Inc.	VACUUM BAG WITH REINFORCEMENT PATCH	5,690,711	25-Nov-1997
Home Care Industries, Inc.	SELF-ALIGNING, SELF SEALING VACUUM BAG	5,688,298	18-Nov-1997
Home Care Industries, Inc.	MANUALLY CLOSABLE VACUUM CLEANER BAGS	5,725,620	10-Mar-1998
Home Care Industries, Inc.	MANUALLY CLOSABLE VACUUM CLEANER BAG COLLAR AND METHOD OF MAKING	5,772,712	30-Jun-1998

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

<u>Borrower</u>	<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Home Care Industries, Inc.	OPTIONAL DEODORANT DISPENSER FOR VACUUM CLEANER	Canada	2,162,031	21-Jun-2005
[Home Care Industries, Inc.]	OPTIONAL DEODORANT DISPENSER FOR VACUUM CLEANER	United Kingdom	0731725	10-Feb-1999
[Home Care Industries, Inc.]	OPTIONAL DEODORANT DISPENSER FOR VACUUM CLEANER	France	0731725	10-Feb-1999
[Home Care Industries, Inc.]	OPTIONAL DEODORANT DISPENSER FOR VACUUM CLEANER	Germany	0731725	10-Feb-1999
Home Care Industries, Inc.	MANUALLY CLOSABLE VACUUM CLEANER BAG	Canada	2207345	09-Jun-1997

FOREIGN PATENT APPLICATIONS

None.

PATENT LICENSES

U.S. patents licensed to Home Care Industries, Inc. pursuant to a License Agreement between Branofilter GmbH Staubfilter-Systeme as licensor and Home Care Industries, Inc. as licensee dated June 16, 1998, as amended by the Addendum to the License Agreement dated December 14, 1998, as further amended by the 2<sup>nd</sup> Amendment to a License Agreement dated September 29, 2003, as further amended by the 3<sup>rd</sup> Amendment to a License Agreement dated April 18, 2008.

EXHIBIT B

UNITED STATES TRADEMARK REGISTRATIONS

All U.S. Trademarks are registered to Home Care Industries, Inc.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HC & DESIGN	793,138	27-Jul-1965
FILTER DESIGN	1,661,692	22-Oct-1991
MICRO-LINER	1,685,783	5-May-1992
MICRO-LINED	1,712,680	1-Sep-1992
MICRO-CLEAN	1,714,667	8-Sep-1992
MULTI-FILTER	1,109,247	19-Dec-1978
DESIGN OF FILTERED CHEVRONS	1,235,647	26-Apr-1983
HOME CARE	735,833	14-Aug-1962
QUINTEX	1,767,502	27-Apr-1993
HC	1,784,089	27-Jul-1993
BACTRASTAT	1,858,162	11-Oct-1994
CLEAN-SEAL	2,351,407	23-May-2000
FILTER POWER	3,016,234	15-Nov-2005
DVC	2,930,891	8-Mar-2005
DVC ALLERGEN PERFORMANCE	3,042,712	10-Jan-2006
FINAL-AIR	1,364,353	8-Oct-1985
ALFCO	779,863	10-Nov-1964

UNITED STATES TRADEMARK APPLICATIONS

None

UNITED STATES COLLECTIVE MEMBERSHIP MARKS

None

UNITED STATES UNREGISTERED MARKS

Vac Bags

Vac Belts

Vac Filters

CANADIAN TRADEMARK REGISTRATIONS

<u>Borrower</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Home Care Industries, Inc.	DVC	316966	01-Aug-1986
Home Care Industries, Inc.	HOME CARE	393373	31-Jan-1992
Home Care Industries, Inc.	ARROWS DESIGN	409734	19-Mar-1993
Home Care Industries, Inc.	MICROLINER	413881	25-Jun-1993
Home Care Industries, Inc.	MULTI-FILTER	317568	22-Aug-1986
Home Care Industries, Inc.	CHEVRON DESIGN	331911	11-Sep-1987
Home Care Industries, Inc.	HC HOUSE DESIGN	320764	21-Nov-1986
Home Care Industries, Inc.	HC	456755	26-Apr-1996
Home Care Industries, Inc.	BACTRASTAT	501448	29-Sep-1998
Home Care Industries, Inc.	MICRO-CLEAN	493106	16-Apr-1998
Home Care Industries, Inc.	MICRO-LINED	493103	16-Apr-1998
Home Care Industries, Inc.	VAC BAGS	510442	6-Apr-1999
Home Care Industries, Inc.	SYNTECH	574308	24-Jan-2003
Home Care Industries, Inc.	FILTER POWER	679619	17-Jan-2007
Home Care Industries, Inc.	DVC ALLERGEN PERFORMANCE	679779	19-Jan-2007

CANADIAN TRADEMARK APPLICATIONS

None

CANADIAN UNREGISTERED MARKS

Vac Belts

Vac Filters

TRADEMARKS LICENSES

1. Trademarks are licensed to Home Care Industries, Inc. pursuant to a Trademark License Agreement between Home Care Industries, Inc. and The Procter & Gamble Company dated as of June 1, 2008.
2. Trademarks are licensed to Home Care Industries, Inc. pursuant to a Trademark License Agreement between Home Care Industries, Inc. and The Procter & Gamble Company dated as of January 11, 2010.
3. Trademarks are licensed to Home Care Filter Products LLC pursuant to a Trademark License Agreement dated as of July 12, 2004 between Honeywell Intellectual Properties, Inc. and Home Care Filter Products LLC (f/k/a Home Care Filter Products, Inc.).