

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oreck Corporation		07/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Techtronic Floor Care Technology Limited
Street Address:	PO Box 957 Offshore Incorporations
Internal Address:	Centre Road Town
City:	Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1452983	ORECKCARE

CORRESPONDENCE DATA

Fax Number: 4409962025
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 440-996-2285
 Email: legal@tifi floorcare.com
 Correspondent Name: Amy Gagich
 Address Line 1: 7005 Cochran Rd.
 Address Line 4: Glenwillow, OHIO 44139

ATTORNEY DOCKET NUMBER:	ORECK CORP
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DOMESTIC REPRESENTATIVE

Name: Billie Jean Smith
 Address Line 1: 100 East Wisconsin Avenue
 Address Line 2: Suite 3300

OP \$40.00 1452983

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:

Amy Gagich

Signature:

/Amy Gagich/

Date:

10/03/2013

Total Attachments: 5

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**TRADEMARK ASSIGNMENT AGREEMENT
(Oreck Corporation)**

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated as of July 24, 2013, is made by Oreck Corporation, a Delaware corporation (the "*Assignor*"), in favor of Techtronic Floor Care Technology Limited (the "*Assignee*"), a company incorporated under the laws of the British Virgin Islands.

RECITALS

WHEREAS, the Assignor and affiliated companies (collectively, the "*Sellers*"), and Assignee's affiliate companies, OAC Acquisition Company LLC, a Delaware limited liability company (the "*Purchaser*") and Royal Appliance Mfg. Co., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of July 24, 2013 (the "*Purchase Agreement*"), pursuant to which the Sellers have agreed to sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser has agreed to purchase and accept from the Sellers, substantially all the assets, and certain specified liabilities, of the Business, all as defined and more fully described therein;

WHEREAS, pursuant to the Purchase Agreement, the Sellers have assigned all rights in and to the Sellers' Intellectual Property that is part of the Purchase Assets (as defined in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, the Sellers have sold, conveyed, transferred and assigned to the Assignee, among other assets, certain Intellectual Property of the Sellers, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably sells, conveys, transfers and assigns to the Assignee, and the Assignee hereby purchases and accepts, all of the Assignor's right, title and interest in and to all registered and unregistered trademarks and service marks associated with the Business of the Seller (as defined in the Purchase Agreement) owned by Assignor worldwide (collectively, the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks including but not limited to:

(a) the trademark registrations and trademark applications for the Assigned Trademarks, including but not limited to those set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; and

(b) all rights of any kind whatsoever of the Assignors accruing under any of the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Assignor authorizes the U.S. Commissioner for Trademarks and any other U.S. or foreign governmental officials to record and register this Trademark Assignment upon request by the Assignee. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to the Assignee, or any assignee or successor thereto. The Assignor hereby grants the Assignee a Power of Attorney to sign on Assignor's behalf, any documents or forms necessary to record this assignment of the Assigned Trademarks with any trademark office or other governmental office worldwide.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the date first written above.

ASSIGNOR:

ORECK CORPORATION,
a Delaware corporation

By: W. Michael Robbins

Name: W. Michael Robbins

Title: Chief Restructuring Officer

State or Province of TENNESSEE)

County of DAVIDSON) ss:

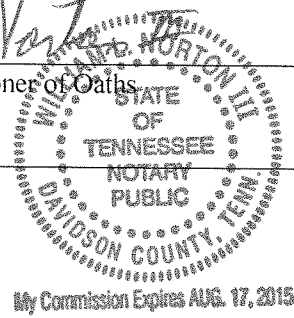
On this 24~~th~~ day of JULY, 2013, before me WILLIAM L. NORTON^{III}, the undersigned officer, personally appeared MIKE ROBBINS personally to me to be the CRO of the above-named corporation, and acknowledged that he, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

William L. Norton
Notary Public/Commissioner of Oaths

(SEAL)

My Commission Expires: _____



[Signature Page to Trademark Assignment Agreement (Oreck Corporation)]

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN:

ASSIGNEE:

TECHTRONIC FLOOR CARE TECHNOLOGY LIMITED,
a British Virgin Islands company

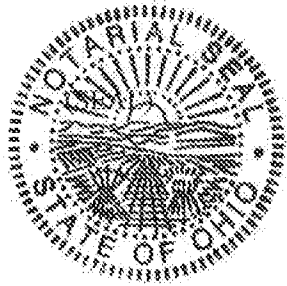
By: *Simon Lawson*
Name: Simon Lawson
Title: President

State or Province of Ohio)
County of Cuyahoga) ss:

On this 23 day of July, 2013, before me Amy E. Gagich, the undersigned officer, personally appeared Simon Lawson personally to me to be the President of the above-named corporation, and acknowledged that he, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Amy E. Gagich
Notary Public/Commissioner of Oaths
My Commission Expires: 6-16-15



AMY E. GAGICH
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lake County
My Comm. Exp. 6/16/15

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES ISSUED TRADEMARK AND SERVICE MARK REGISTRATIONS

<u>Company</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>
Oreck Corporation	73599424	1452983	ORECKCARE

INTERNATIONAL TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

<u>Company</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Mark</u>
Oreck Corporation	CA	0572653		ORECK
Oreck Corporation	IT	FI1997C000130	0000797490	ORECK