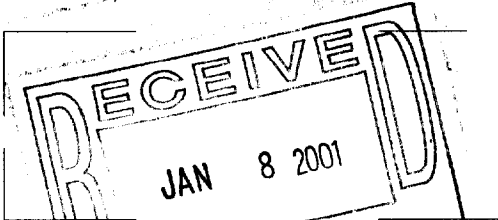


1.8.01



01-26-2001



101595431

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)

Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name
 Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12222000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/25/2001 DBYRNE 00000161 180013 2402741

01 FC:481 40.00 CH
02 FC:482 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 065-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK
REEL: 002219 FRAME: 0701**

TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

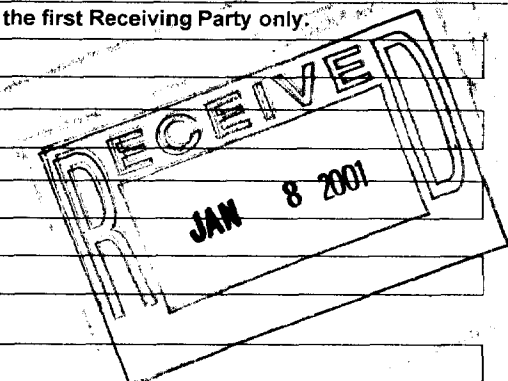
Name

Name (line 1)

Address (line 1)

Address (line 2)

Address (line 3)



Correspondent Name and Address

Area Code and Telephone Number

(616) 742-3500

Name

Joel E. Bair

Address (line 1)

RADER, FISHMAN, GRAUER & MCGARRY, AN OFFICE OF RADER, FISHMAN & GRAUER PLLC

Address (line 2)

171 Monroe Avenue, NW, Suite 600

Address (line 3)

Grand Rapids, Michigan 49503

Address (line 4)

U.S.

Pages

Enter the total number of pages of the attached conveyance document including any attachments

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Empty boxes for Trademark Application Number(s)

2402741 2407143 2409361

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

18-0013

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joel E. Bair, Reg. No. 33,356

Name of Person Signing

Signature

January 5, 2001

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, BISSELL Inc., a Michigan corporation, having its principal place of business at 2345 Walker Avenue, N.W., Grand Rapids, Michigan, 49544, U.S.A. is the record owner of the entire right, title and interest in and to U.S. Trademark Registration No. 2,402,741 ("Trademark"); and

WHEREAS, Assignor has agreed to assign and transfer its entire right, title and interest in and to the Trademark, together with all of the goodwill associated therewith and symbolized thereby, including all common law rights associated with the Trademark by virtue of its use in commerce, to BISSELL Homecare, Inc., a Michigan corporation, having its principal place of business at 2345 Walker Avenue, N.W., Grand Rapids, Michigan, 49544, U.S.A. ("Assignee"); and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in view of the premises herein and in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor does hereby sell, convey, transfer and assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, together with the goodwill associated therewith and symbolized thereby, and in and to any and all renewals thereof, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.


Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor hereby requires that this assignment be drawn in English.

IN TESTIMONY WHEREOF, an officer of the said Assignor has hereunto set his hand on the date indicated below.


BISSELL Inc.

Dated: 12/22/00


By: 
 William J. Brennan
 Vice President and General Counsel
 Assignor

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

On this 22 day of December, 2000, personally appeared before me the above-named William J. Brennan, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of BISSELL Inc. and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

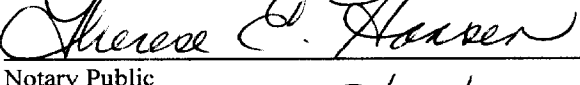

 Notary Public
 My commission expires: 3/3/2002

THERESE E. HANSEN
 Notary Public, Kent County, MI
 My Commission Expires Mar. 3, 2002

Accepted: 
 Jonathan Miner
 Vice President of Research/Development and Quality Design
 BISSELL Homecare, Inc.
 Assignee

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

On this 22 day of December, 2000, personally appeared before me the above-named Jonathan Miner, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of BISSELL Homecare, Inc. and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.


 Notary Public
 My commission expires: 3/3/2002

THERESE E. HANSEN
 Notary Public, Kent County, MI
 My Commission Expires Mar. 3, 2002

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TRADEMARK ASSIGNMENT

WHEREAS, BISSELL Inc., a Michigan corporation, having its principal place of business at 2345 Walker Avenue, N.W., Grand Rapids, Michigan, 49544, U.S.A. is the record owner of the entire right, title and interest in and to U.S. Trademark Registration No. 2,407,143 (" Trademark") for the mark PROLITE and Design; and

WHEREAS, Assignor has agreed to assign and transfer its entire right, title and interest in and to the Trademark, together with all of the goodwill associated therewith and symbolized thereby, including all common law rights associated with the Trademark by virtue of its use in commerce, to BISSELL Homecare, Inc., a Michigan corporation, having its principal place of business at 2345 Walker Avenue, N.W., Grand Rapids, Michigan, 49544, U.S.A. ("Assignee"); and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in view of the premises herein and in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor does hereby sell, convey, transfer and assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, together with the goodwill associated therewith and symbolized thereby, and in and to any and all renewals thereof, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor hereby requires that this assignment be drawn in English.

IN TESTIMONY WHEREOF, an officer of the said Assignor has hereunto set his hand on the date indicated below.

BISSELL Inc.

Dated: 12/22/00

By: William J. Brennan
William J. Brennan
Vice President and General Counsel

Assignor

STATE OF MICHIGAN)

) ss.

COUNTY OF KENT)

On this 22 day of December 2000, personally appeared before me the above-named William J. Brennan, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of BISSELL Inc. and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

Therese E. Hansen
Notary Public
My commission expires: 3/3/02

THERESE E. HANSEN
Notary Public, Kent County, MI
My Commission Expires Mar. 3, 2002

Accepted: Jonathan Miner

Jonathan Miner
Vice President of Research/Development and Quality Design
BISSELL Homecare, Inc.

Assignee

STATE OF MICHIGAN)

) ss.

COUNTY OF KENT)

On this 22 day of December, 2000 personally appeared before me the above-named Jonathan Miner, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of BISSELL Homecare, Inc. and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

Therese E. Hansen
Notary Public
My commission expires: 3/3/2002

THERESE E. HANSEN
Notary Public, Kent County, MI
My Commission Expires Mar. 3, 2002

G0044315.DOC

TRADEMARK ASSIGNMENT

WHEREAS, BISSELL Inc., a Michigan corporation, having its principal place of business at 2345 Walker Avenue, N.W., Grand Rapids, Michigan, 49544, U.S.A. is the record owner of the entire right, title and interest in and to U.S. Trademark Registration No. 2,409,361 ("Trademark") for the mark PROPARTNER; and

WHEREAS, Assignor has agreed to assign and transfer its entire right, title and interest in and to the Trademark, together with all of the goodwill associated therewith and symbolized thereby, including all common law rights associated with the Trademark by virtue of its use in commerce, to BISSELL Homecare, Inc., a Michigan corporation, having its principal place of business at 2345 Walker Avenue, N.W., Grand Rapids, Michigan, 49544, U.S.A. ("Assignee"); and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in view of the premises herein and in consideration of the sum of One Dollar (\$1.00) and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor does hereby sell, convey, transfer and assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, together with the goodwill associated therewith and symbolized thereby, and in and to any and all renewals thereof, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.


Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor hereby requires that this assignment be drawn in English.

IN TESTIMONY WHEREOF, an officer of the said Assignor has hereunto set his hand on the date indicated below.


BISSELL Inc.

Dated: 12/22/00


By: 
 William J. Brennan
 Vice President and General Counsel
 Assignor

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

On this 22 day of December, 2000, personally appeared before me the above-named William J. Brennan, to me known and known to me to be the person described in and who executed the foregoing instrument on behalf of BISSELL Inc. and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.



 Notary Public
 My commission expires: 3/3/02

THERESE E. HANSEN
 Notary Public, Kent County, MI
 My Commission Expires Mar. 3, 2002

Accepted: 
 Jonathan Miner
 Vice President of Research/Development and Quality Design
 BISSELL Homecare, Inc.
 Assignee

STATE OF MICHIGAN)
) ss.
 COUNTY OF KENT)

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 Notary Public
 My commission expires: 3/3/02

THERESE E. HANSEN
 Notary Public, Kent County, MI
 My Commission Expires Mar. 3, 2002

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