

9-18-01

09-18-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101846930

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Primus Holdings, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 26, 2000

2. Name and address of receiving party(ies)

Name: Tristar Enterprises, L.L.C.

Internal Address: _____

Street Address: 14700 Detroit Ave, #3

City: Cleveland State: OH Zip: 44107

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
See attached Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer K. McCloud

Internal Address: _____

Street Address: 5956 Sherry Lane
Suite 1500

City: Dallas State: TX Zip: 75225

6. Total number of applications and registrations involved: _____

21

7. Total fee (37 CFR 3.41).....\$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jennifer K. McCloud
Name of Person Signing

Jennifer K. McCloud
Signature

8-17-01
Date

Total number of pages including cover sheet, attachments, and document: 8

09/18/2001 6TOM11 00000146 573404

01 FC:481
02 FC:482

40.00 OP
500.00 OP

May documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002368 FRAME: 0246

SCHEDULE I

Trademark Registration Numbers
573404
1028512
1652254
1738952
1673322
5167680
1878833
1827794
573809
776913
835837
847293
859093
1166253
1896835
426202
1178125
1228699
838204
1732042
1314186

**ASSIGNMENT AGREEMENT
(Trademark)**

THIS ASSIGNMENT AGREEMENT (TRADEMARK), is made as of April 26 2000 (this "Agreement"), by and between PRIMUS HOLDINGS, L.P., a Delaware limited partnership ("Assignor") and TRISTAR ENTERPRISES, L.L.C. a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**") dated of even date herewith, by and between Assignor and Assignee, Assignor has undertaken to and did this day transfer to Assignee all its right title and interest in and to certain trademarks and trademark rights more particularly described herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to execute and deliver this Agreement in order to effectuate the transfer and assignment to Assignee of such trademarks and trademark rights.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Asset Purchase Agreement.

SECTION 2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to all of the following property (the "**Trademark Property**"), whether now or hereafter owned, existing or arising:

(a) those certain trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing, whether currently in use or not, including all registrations therefor and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United

States of America or any State thereof or any foreign country, referred to in Item A of Attachment 1 hereto;

(b) those certain Trademark licenses referred to in Item B of Attachment 1 hereto;

(c) any reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Assignor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any such Trademark license.

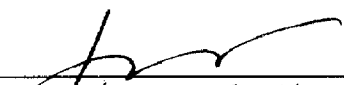
[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement (Trademark) as of the day and year first written above.

ASSIGNOR:

PRIMUS HOLDINGS, L.P.,
a Delaware limited partnership

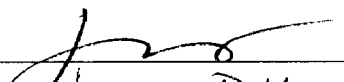
By: Primus Holding Corp.,
a Delaware corporation

By: 
Name: *Joseph P. Ursio*
Title: *Chairman*

ASSIGNEE:

TRISTAR ENTERPRISES, L.L.C.,
a Delaware limited liability company

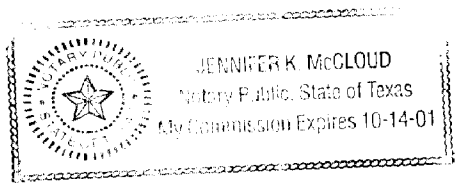
By: Tristar Industries, Inc.,
a Delaware corporation

By: 
Name: *Joseph P. Ursio*
Title: *Chairman*

STATE OF Texas)
)
COUNTY OF Dallas) SS.

I, Jennifer K. McCloud, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Joseph P. Ursso personally known to me to be a Chairman of PRIMUS HOLDINGS CORP., a Delaware corporation, the General Partner of Primus Holdings, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of April, 2000.



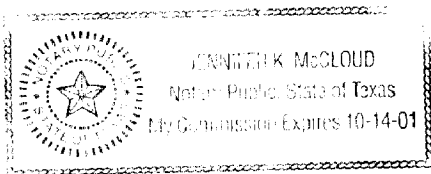
Jennifer K. McCloud
Notary Public

My Commission Expires:
10-14-01

STATE OF Texas)
)
COUNTY OF Dallas) SS.

I, Jennifer K. McCloud, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Joseph P. Urs personally known to me to be the of **TRISTAR INDUSTRIES, INC.**, a Delaware corporation, managing member of **TRISTAR ENTERPRISES, L.L.C.**, a Delaware limited liability company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as Chairman of said corporation on behalf of said limited liability company, pursuant to authority, given by the Board of Directors of said corporation and limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of April, 2000.



Jennifer K. McCloud
Notary Public

My Commission Expires:

10-14-01

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Number</u>	<u>Item</u>	<u>Date</u>	<u>Expire</u>
US	573404	Compact & Design	4/21/53	4/21/03
US	1028512	Compact	12/03/75	12/30/05
US	1652254	Turbo Brush	7/30/91	7/30/01
US	1738952	TriStar Logo	12/08/92	12/08/02
US	1673322	Filter Fresh & Design	1/28/92	1/28/02
US	5167680	Vacuum Cleaner Bag Assem	12/01/92	12/01/09
US	1878833	Dare to Compare	2/14/95	2/14/05
US	1827794	Career Express	3/22/94	3/22/04
CA	232124	Compact	3/16/79	3/16/09
CA	400586	Cyclo-Fresh	7/24/92	7/24/07
CA	402636	TriStar Logo	9/11/92	9/11/07
CA	431209	Career Express	7/29/94	7/29/09
CA	431210	DriStar	7/29/94	7/29/09
CA	431211	Magic Mate	7/29/94	7/29/09
CA	431589	Dare to Compare	8/05/94	8/05/09
US	573809	Magnalite	4/28/03	4/28/03
US	776913	Compact - Electra	9/15/94	9/15/04
US	835837	Compact - IEC - Electra	9/26/67	9/26/07
US	847293	IEC & Design	4/9/68	4/09/08
US	859093	IEC & Design	10/22/68	10/22/08
US	1166253	TriStar CXL Design	6/25/81	6/25/03
US	1896835	Magic Mate	5/30/95	5/30/05
US	426202	DriStar	8/19/93	--
US	1178125	Rapid Start	11/17/81	11/17/01
US	1228699	Rapid Start	2/22/83	9/06/03
US	838204	Star Design	11/07/67	11/07/07
US	1732042	Cyclo-Fresh	11/10/92	11/10/02
US	1314186	Circle of Family Safety	10/14/86	10/14/06
CA	115463	Compact & Design	10/02/59	10/02/04
CA	178978	Compact - IEC - Electra	10/22/71	10/22/01
CA	391769	Responsive & Design	12/13/91	12/13/06
CA	431212	Magic Maid	7/29/94	7/29/09
ME	319850	TriStar	5/16/86	5/26/01
ME	319851	TriStar	5/16/86	5/26/01
ME	327545	TriStar	5/16/86	5/26/01

VE	09096/89	TriStar	6/21/89	--
VE	134631	TriStar	7/06/88	7/06/03
BN	496127	TriStar	2/12/91	2/12/01
FR	1649622	TriStar	3/12/91	3/12/01
GB	1254286	TriStar	11/13/85	5/26/01
SW	F39641/9WZ	TriStar	3/13/91	--
AL	A436648	TriStar	11/20/85	11/20/06
SG	272191	TriStar	3/06/91	3/08/01
BH	11811	TriStar	11/15/85	11/15/05
IR	117737	TriStar	11/14/85	11/14/06
IR	B118424	Compact	11/14/85	11/14/06

Pending Trademark Applications

None

Trademark Applications in Preparation

None

Item B. Trademark Licenses

None