

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the erroneous association of the listed marks and to remove them from the document previously recorded on Reel 000822 Frame 0525. Assignor(s) hereby confirms the Continuing Security Interest was incorrectly recorded against the listed marks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Melnor Industries, Inc.		09/23/1991	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Heller Financial, Inc.
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1129204	AQUA-QUEEN

CORRESPONDENCE DATA

Fax Number: (901)577-4257
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (901) 577-2180
 Email: vjohnson@bakerdonelson.com
 Correspondent Name: Valerie Walsh Johnson, Esq.
 Address Line 1: 165 Madison Avenue, Suite 2000
 Address Line 2: c/o Baker, Donelson, Bearman, et al.
 Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2786300-000001 (CORRECT)
NAME OF SUBMITTER:	Valerie Walsh Johnson, Esq.

Signature:	/valerie walsh johnson/
Date:	05/04/2006
Total Attachments: 41 source=Melnor correction#page1.tif source=Melnor correction#page2.tif source=Melnor correction#page3.tif source=Melnor correction#page4.tif source=Melnor correction#page5.tif source=Melnor correction#page6.tif source=Melnor correction#page7.tif source=Melnor correction#page8.tif source=Melnor correction#page9.tif source=Melnor correction#page10.tif source=Melnor correction#page11.tif source=Melnor correction#page12.tif source=Melnor correction#page13.tif source=Melnor correction#page14.tif source=Melnor correction#page15.tif source=Melnor correction#page16.tif source=Melnor correction#page17.tif source=Melnor correction#page18.tif source=Melnor correction#page19.tif source=Melnor correction#page20.tif source=Melnor correction#page21.tif source=Melnor correction#page22.tif source=Melnor correction#page23.tif source=Melnor correction#page24.tif source=Melnor correction#page25.tif source=Melnor correction#page26.tif source=Melnor correction#page27.tif source=Melnor correction#page28.tif source=Melnor correction#page29.tif source=Melnor correction#page30.tif source=Melnor correction#page31.tif source=Melnor correction#page32.tif source=Melnor correction#page33.tif source=Melnor correction#page34.tif source=Melnor correction#page35.tif source=Melnor correction#page36.tif source=Melnor correction#page37.tif source=Melnor correction#page38.tif source=Melnor correction#page39.tif source=Melnor correction#page40.tif source=Melnor correction#page41.tif	

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05/02/2006
900048037

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
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Melnor Industries, Inc.		09/23/1991	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Heller Financial, Inc.
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	72196197	HUNTER
Serial Number:	73258750	CASBAH
Serial Number:	73335826	
Serial Number:	73335827	COMFORT BREEZE
Serial Number:	73547163	HUNTER
Serial Number:	73547164	CARLTON
Serial Number:	73547525	THE ORIGINAL HUNTER SINCE 1886
Serial Number:	73547566	HUNTER SINCE 1886
Serial Number:	73547568	HUNTER
Serial Number:	73569863	HUNTER
Serial Number:	73574789	LOW PROFILE
Serial Number:	73574891	STUDIO SERIES

CH \$965.00 72196197

Serial Number:	73598365	BIARRITZ
Serial Number:	73611320	
Serial Number:	73692063	HUNTER
Serial Number:	73702934	HUNTER
Serial Number:	73771016	KENROY HALOGENS
Serial Number:	73774869	DESIGNER'S CHOICE STAINLESS
Serial Number:	73780227	INSTALLER'S CHOICE
Serial Number:	73780236	ENERGY MONITOR II PLUS
Serial Number:	73780237	ENERGY MONITOR I
Serial Number:	73780239	ENERGY MONITOR AC
Serial Number:	73780252	ENERGY MONITOR
Serial Number:	73780365	ORIGINAL
Serial Number:	73829325	SWITCH BLADES
Serial Number:	74046265	INNOVA
Serial Number:	74046266	PREFERRED EDITION
Serial Number:	74046267	LEGEND
Serial Number:	74046268	SALON COLLECTION
Serial Number:	74046269	LEGACY
Serial Number:	74046270	JUST RIGHT
Serial Number:	74046273	INTEGRA
Serial Number:	74046274	SPECTRUM
Serial Number:	74046275	HM INTERNATIONAL
Serial Number:	74074283	EXCALIBUR
Serial Number:	74079491	R
Serial Number:	74079494	ROYALYTE
Serial Number:	74115704	CABANA

CORRESPONDENCE DATA

Fax Number: (901)577-4257
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (901) 577-2180
 Email: vjohnson@bakerdonelson.com
 Correspondent Name: Valerie Walsh Johnson, Esq.
 Address Line 1: 165 Madison Avenue, Suite 2000
 Address Line 2: c/o Baker, Donelson, Bearman, et al.
 Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2786300-000001 (IP03)
NAME OF SUBMITTER:	Valerie Walsh Johnson, Esq.
Signature:	/valerie walsh johnson/
Date:	05/02/2006
<p>Total Attachments: 35</p> <p>source=assignment correction#page1.tif source=assignment correction#page2.tif source=assignment correction#page3.tif source=assignment correction#page4.tif source=assignment correction#page5.tif source=assignment correction#page6.tif source=assignment correction#page7.tif source=assignment correction#page8.tif source=assignment correction#page9.tif source=assignment correction#page10.tif source=assignment correction#page11.tif source=assignment correction#page12.tif source=assignment correction#page13.tif source=assignment correction#page14.tif source=assignment correction#page15.tif source=assignment correction#page16.tif source=assignment correction#page17.tif source=assignment correction#page18.tif source=assignment correction#page19.tif source=assignment correction#page20.tif source=assignment correction#page21.tif source=assignment correction#page22.tif source=assignment correction#page23.tif source=assignment correction#page24.tif source=assignment correction#page25.tif source=assignment correction#page26.tif source=assignment correction#page27.tif source=assignment correction#page28.tif source=assignment correction#page29.tif source=assignment correction#page30.tif source=assignment correction#page31.tif source=assignment correction#page32.tif source=assignment correction#page33.tif source=assignment correction#page34.tif source=assignment correction#page35.tif</p>	

12-21-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

REC
TI



103142534

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-19-05

1. Name of conveying party(ies):

Melnor Industries, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

- Assignment
- Security Agreement
- Other Corrective Doc. (see attachment for details)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Heller Financial, Inc.

Internal

Address: _____

Street Address: 101 Park Avenue

City: New York

State: NY

Country: United State Zip: 10178

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attachment for details

B. Trademark Registration No.(s)
See attachment for details

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Valerie Walsh Johnson, Esq.

Internal Address: _____

Street Address: 165 Madison Avenue, Suite 2000
c/o Baker Donelson, Bearman, Caldwell & Berkowitz, PC

City: Memphis

State: TN Zip: 38103

Phone Number: (901) 577-2180

Fax Number: (901) 577-4257

Email Address: vjohnson@bakertdonelson.com

9. Signature:

Signature

December 12, 2005

Date

Valerie Walsh Johnson, Esq.

Name of Person Signing

6. Total number of applications and registrations involved:

83

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 0.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

Total number of pages including cover sheet, attachments, and document: 32

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment to Recordation Cover Sheet

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the recorded Security Interest by disassociating the marks erroneously recorded by the PTO therein and previously recorded on Reel 000822 Frame 0525.

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	72196197	HUNTER
Serial Number:	73258750	CASBAH
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Serial Number:	73335827	COMFORT BREEZE
Serial Number:	73547163	HUNTER
Serial Number:	73547164	CARLTON
Serial Number:	73547525	THE ORIGINAL HUNTER SINCE 1886
Serial Number:	73547566	HUNTER SINCE 1886
Serial Number:	73547568	HUNTER
Serial Number:	73569863	HUNTER
Serial Number:	73574789	LOW PROFILE
Serial Number:	73574891	STUDIO SERIES
Serial Number:	73598365	BIARRITZ
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Serial Number:	73692063	HUNTER
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Serial Number:	73774869	DESIGNER'S CHOICE STAINLESS
Serial Number:	73780227	INSTALLER'S CHOICE
Serial Number:	73780236	ENERGY MONITOR II PLUS
Serial Number:	73780237	ENERGY MONITOR I
Serial Number:	73780239	ENERGY MONITOR AC
Serial Number:	73780252	ENERGY MONITOR
Serial Number:	73780365	ORIGINAL
Serial Number:	73829325	SWITCH BLADES
Serial Number:	74046265	INNOVA

Attachment to Recordation Cover Sheet

Property Type	Number	Word Mark
Serial Number:	74046265	INNOVA
Serial Number:	74046266	PREFERRED EDITION
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Serial Number:	74046268	SALON COLLECTION
Serial Number:	74046269	LEGACY
Serial Number:	74046270	JUST RIGHT
Serial Number:	74046273	INTEGRA
Serial Number:	74046274	SPECTRUM
Serial Number:	74046275	HM INTERNATIONAL
Serial Number:	74074283	EXCALIBUR
Serial Number:	74079491	R
Serial Number:	74079494	ROYALYTE
Serial Number:	74115704	CABANA

EXHIBIT A

(S)
LAW OFFICES

#1700.00 700
1368.00 -518

MAIL ROOM
OCT 11 1991

HEISKELL, DONELSON, BEARMAN, ADAMS, WILLIAMS & HIRSCH

A PROFESSIONAL CORPORATION
TWENTIETH FLOOR - FIRST TENNESSEE BUILDING
188 MADISON AVENUE

MEMPHIS, TENNESSEE 38103

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TELECOPIER

(901) 577-2303

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MEMPHIS, TENNESSEE 38120
(901) 528-2000
TELECOPIER (901) 767-2293

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800 GAY STREET
KNOXVILLE, TENNESSEE 37929
(615) 822-4600
TELECOPIER (615) 871-6191

SUITE 600
NASHVILLE CITY CENTER
511 UNION STREET
NASHVILLE, TENNESSEE 37219
(615) 259-0818
TELECOPIER (615) 736-7378

TENTH FLOOR
JAMES BUILDING
735 BROAD STREET
CHATTANOOGA, TENNESSEE 37402
(615) 752-4600
TELECOPIER (615) 752-4610

A. L. HEISKELL 1890-1960
C. B. WILLIAMS, JR. 1898-1972
J. H. SHEPHERD 1893-1983
W. F. HIRSCH, JR. 1924-1989
L. B. BEARMAN 1902-1980

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JOHN R. GREGORY
CHARLES E. WALKER
DEBORAH S. HUMBLE
JOHN R. FOYLE
J. RUSSELL HELDMAN
SHIRAZ JORDAN CUMMINGS
SUSAN DUNN BARR
CHARLES H. DEY
JOHN J. HARRIS
MATTHEW T. HARRIS
LINDA M. CROUCH
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STACY BLOUNT OWENS
WILLIAM B. CLEMMONS, JR.
HOWARD S. PATTON
STEPHEN E. NOTH
BOB E. HANBY
JACK A. CONNER
BARBARA A. ROSE
DAVID T. POPP
HOWARD A. BERGER
JACK E. MULLIN, JR.
STEPHEN W. MAGLAD

ARMEL H. SCOTT
TRACEY COLEMAN
WELBYN I. RHODES
N. CLAY BETHELL
KARLENE E. CHANCE
CHARLES F. MORROW
SARAH L. MURCHISON
ROBERT K. M. BREA
BRADLEY C. FRANKELL
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CARLA REACHER-BYAN
MARY L. ANDREW
JOHN D. HULLBROCK
WRITER'S DIRECT DIAL (901) 577-2293

October 11, 1991

Hon. Commissioner of Patents
and Trademarks
P. O. Box 5
Washington, D.C. 20231

ATTN: Assignment Branch

Dear Sir:

Please find enclosed for recording in the records of the United States Patent and Trademark Office in the order listed below the following documents:

1. A certified, true copy of the Restated Charter of Hunter-Melnor, Inc., a Delaware corporation, changing the name of Hunter-Melnor, Inc. to Hunter Fan Company. Please record the change of name against each of the patents, pending patent applications, trademark registrations and pending trademark applications listed below:

REGISTERED TRADEMARKS:

Registration Date	Registration Number	Trademark
12-16-86	1,420,933	Biarritz
02-18-86	1,383,287	Carlton
06-28-83	1,243,499	Casbah
11-30-82	1,218,309	Comfort Breeze

040 RP 10/28/91 1420933
040 RP 10/28/91 1420933

0 405 1,488.00 CK
0 518 1,368.00 CN

see charges 1/16/91
see copy

FEE VALUE	
ACCOUNTABILITY	
FISCAL YEAR	
08	1629
FILE	DATE
405	10/24/91

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REEL 5895 FRAME 739

REEL 0822 FRAME 25

TRADE-MARK

Hon. Commissioner of Patents
and Trademarks
October 11, 1991
Page 2

01-09-90	1,577,130	Energy Monitor
01-16-90	1,578,396	Energy Monitor AC
01-16-90	1,578,395	Energy Monitor I
01-16-90	1,578,851	Energy Monitor II
05-16-65	786,814	Hunter
02-04-86	1,381,169	Hunter
07-29-86	1,403,033	Hunter
04-01-86	1,388,231	Hunter
10-04-88	1,507,010	Hunter
10-04-88	1,507,014	Hunter
04-01-86	1,388,230	Hunter Since 1886
08-19-86	1,405,713	Low Profile
09-22-87	1,458,213	Misc. Design (1886 Limited Ed)
05-31-83	1,240,160	Misc. Fan Design
04-01-86	1,388,229	Orig. Hunter Since 1886
08-19-86	1,405,714	Studio Series
10-17-89	1,560,731	Installer's Choice
08-14-90	1,609,669	Original
09-12-89	1,555,666	Kenroy Halogems
02-26-91	1,636,071	Switchblades
01-15-80	1,129,204	Aqua-Queen
09-17-57	651,745	Cold Steam
12-26-78	1,110,055	Gentle Rain
11-07-78	1,105,574	Mansion

REEL 5895 FRAME 740

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TRADE-MARK

Hon. Commissioner of Patents
and Trademarks
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Page 3

11-27-79	1,126,995	Melnor(& design)
11-30-79	1,218,420	Melnor(& design)
12-18-56	638,670	Melnor's Aqua Gun
11-06-73	972,629	Power Flush
05-18-82	1,195,598	Pre-vent
07-12-83	1,245,677	Quick Fix
02-12-80	1,130,684	Rancher
06-26-79	1,120,890	Spray Safe
12-12-78	1,108,702	Squeeze N' Water
11-07-78	1,105,577	Suburban
08-25-59	683,895	Superain
12-17-74	999,433	Super Wal-Tabs
06-24-74	986,767	Sway N' Spray
11-16-82	1,216,536	Time-A-Matic
10-06-81	1,172,328	Time-A-Matic
10-29-74	996,949	Travel-Matic
01-03-61	709,351	Walton
10-27-81	1,175,053	Walton Quality By Design
12-19-78	1,109,279	Waltonaire
01-15-80	1,129,205	Waltronic
08-25-59	683,896	Wave-Master
01-03-67	821,462	Jet Stream
12-12-76	1,049,999	Melnor
01-10-56	618,863	Melnor
01-03-67	821,451	Rain Wave

REG 5895 RMR 741

REG 0822 RMR 527

TRADE-MARK

Hon. Commissioner of Patents
and Trademarks
October 11, 1991
Page 4

12-27-55	618,093	Everain (and design)
08-16-66	812,846	M (and design)
05-29-56	627,619	Swing N'Spray
08-05-86	1,404,089	Aqua-Gauge
08-15-89	1,551,973	Spray Guard
01-02-90	1,574,252	Super Glo

PENDING TRADEMARK APPLICATIONS:

<u>Application Number</u>	<u>Trademark</u>	<u>Application Date</u>
73/780,236	Energy Monitor II Plus	02-13-89
74/046,275	HM International	04-03-90
74/046,265	Innova	04-03-90
74/046,273	Integra	04-03-90
74/046,270	Just Right	04-03-90
74/046,269	Legacy	04-03-90
74/046,267	Legend	04-03-90
74/046,266	Preferred Edition	04-03-90
74/046,268	Salon Collection	04-03-90
74/046,274	Spectrum	04-03-90
74/079,494	Royalte	07-18-90
74/079,491	Royalte "R" Design	07-18-90
74/074,283	Excalibur	06-29-90
74/115,704	Cabana	11-15-90
74/046,272	Reel Barrow	04-03-90

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REEL 0822 FRAME 528

TRADE-MARK

Hon. Commissioner of Patents
and Trademarks
October 11, 1991
Page 5

74/046,271	Reel Tote	04-03-90
74/109,728	Point 'N Spray	10-26-90
74/154,986	Reelmount (and Design)	04-08-91
74/162,634	Hose Minder (and Design)	05-01-91
74/192,568	Snap-It	08-05-91
74/192,569	Reelcart (and Design)	08-05-91

ISSUED PATENTS:

<u>Title</u>	<u>U.S. Patent Number</u>	<u>Date Granted</u>
Pitch Adjustment for Blades of Ceiling Fans	4,396,352	08/02/83
Ceiling Fan Blade Isolation	4,511,310	04/16/85
Ceiling Fan Outlet Box Support	4,513,994	04/30/85
Window A/C Unit having a Built-In Programmable Thermostat with Remote Temperature Sensor (continuation in part of 236,720)	5,012,973	05/07/91
Temperature Recovery Display Device for an Electronic Programmable Thermostat	4,881,686	11/21/89
Temperature Recovery System for Electronic Programmable Thermostat	4,911,358	03/27/90
Ceiling Fan Cover Plate	Des. 262,570	01/05/82
Ceiling Fan Cover Plate	Des. 267,196	12/07/82
Ceiling Fan Cover Plate	Des. 267,195	12/07/82

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REEL 0822 FRAME 529
TRADE-MARK

Hon. Commissioner of Patents
and Trademarks
October 11, 1991
Page 6

1886 Limited Edition	Des. 297,456	08/30/88
Electronic Programmable Thermostat	Des. 317,267	06/04/91
Window Air Conditioner Thermostat with Remote Sensor	Des. 317,875	07/02/91
Front Panel and Sides of an Electronic Thermostat for a Programmable Room Air Conditioner	Des. 319,595	09/03/91
Pop-up Sprinkler	3,791,581	02/12/74
Gun-Type Fluid Control Device	3,888,421	06/10/75
Humidifier Assembly	4,056,582	11/01/78
Sprinkler Adapted for Attachment to the Ground	3,994,441	11/30/76
Hose Reel-Cart	4,137,939	02/06/79
Arm/Rotor Hub Assembly	4,193,549	03/18/80
Compressed Air Sprayer	4,192,464	03/11/80
Speed Slip on Hose Coupler	4,216,982	08/12/80
Device for Controlling the Flow of Fluid (Re-examined)	B1 4,335,852	06/22/82
Vent Damper with Emergency Manual Override	4,389,014	06/21/83
Fluid Dispenser	4,534,512	08/13/85
Pulsating Sprinkler	4,497,441	02/05/85
Programmable Time Varying Control System & Method	4,071,745	01/31/78
Programmable Time Varying Control System & Method	4,200,910	04/29/80
Programmable Time Varying Control System & Method	4,771,392	09/13/88

REEL 5895 FRAME 744

REEL 0822 FRAME 530

TRADE-MARK

Hon. Commissioner of Patents
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October 11, 1991
Page 7

Readily Assemblable Oscillating Sprinkler	4,721,248	01/26/88
Aspiration-type Sprayer (Spray Safe™)	4,736,891	04/12/88
Aspiration-type Sprayer (Spray Guard®)	4,750,674	06/14/88
Aspiration-type Sprayer with Improved Safety Feature	4,826,085	05/02/89
Fountain Brush Assembly	4,961,662	10/09/90
Programmable Time Varying Control System & Method	4,967,382	10/30/90
Pulsating Sprinkler	4,978,070	12/18/90
Aspiration-type Sprayer	5,007,588	04/16/91
Sprinkler	Des. 244,936	07/05/77
Spray Wand	Des. 257,537	11/18/80
Compressed Air Sprayer Tank	Des. 258,461	03/03/81
Sprinkler Control Valve	Des. 263,069	02/16/82
Water Sprinkler Base	Des. 263,868	04/13/82
Hose Coupling	Des. 265,418	07/13/82
Pulsator Head for Sprinkler (Metal)	Des. 275,595	09/18/84
Pulsator Head for Sprinkler (Plastic)	Des. 276,174	10/30/84
Base for Rotary Sprinkler	Des. 285,240	08/19/86
Spray Tube Driving End for an Oscillating Sprinkler	Des. 296,231	06/14/88
Spray Tube Supporting End for an Oscillating Sprinkler	Des. 296,230	06/14/88

REEL 5895 FRAME 745

REEL 0822 FRAME 531

TRADE-MARK

Hon. Commissioner of Patents
and Trademarks
October 11, 1991
Page 8

Aspiration Sprayer (for Insecticides)	Des. 298,848	12/06/88
Aspiration Sprayer	Des. 300,170	03/07/89

PENDING PATENT APPLICATIONS:

<u>Title</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
Ceiling Fan (Colonial Collection)	193,645	05/13/88
Ceiling Fan	193,637	05/13/88
Electronic Programmable Thermostat for Room Air Conditioning Unit	239,273	09/01/88
Electronic Programmable Thermostat for Heating and Cooling System with Oscillation Control Mechanism	256,986	10/13/88
Ceiling Fan (Modern)	497,334	01/15/90
Light Fixture For A Ceiling Fan	504,275	04/03/90
Fan Blade	548,079	07/05/90
Ceiling Fan Blade	595,380	10/10/90
Ceiling Fan	621,568	11/30/90
Ceiling Fan (Spectrum)	655,891	02/11/91
Hose Reel Cart	508,916	04/12/90
Spray Gun (Point N' Spray™)	675,138	03/26/91
Spray Gun Design (Point N' Spray™)	675,468	03/26/91

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2. Assignment of U.S. Trademarks of Hunter Fan Company to Melnor Industries, Inc. Please record this assignment against each of the trademark registrations and pending applications listed in Schedule "A" attached thereto. Please note that the pending application listed in Schedule "A" for the mark "Reelcart" has been assigned Serial No. 74/192,569 (application date 08/05/91).

3. Assignment of U.S. Patent Rights of Hunter Fan Company to Melnor Industries, Inc. --Please record this assignment against each of the issued patents and pending applications listed in Schedule "A" attached thereto.

4. Assignment of Security Interest in Patents, Trademarks, Copyrights and Licenses by Hunter Fan Company to Heller Financial, Inc. Please record this assignment against the issued patents and pending patent applications listed in Schedule "A" attached thereto, and the trademark registrations and pending trademark applications in Schedule "C" attached thereto.

5. Assignment of Security Interest in Patents, Trademarks, Copyrights and Licenses by Melnor Industries to Heller Financial, Inc. Please record this assignment against the patents and pending patent applications listed in Schedule "A" attached thereto, and the trademark registrations and pending trademark applications listed in Schedule "C" attached thereto. Please note that the pending trademark application listed in Schedule "C" for the mark "Reelcart" has been assigned Serial No. 74/192,569 (application date 08/05/91).

Please issue a receipt for each of these documents.

A check in the amount of \$2,856.00 is attached hereto in payment of the fees associated with recording each of the above documents. Please charge any shortage or credit any overage to our deposit account no. 08-1629.

Please return the originals of each of these documents to me once they have been recorded.

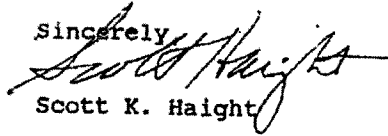
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Thank you for your assistance.

Sincerely



Scott K. Haight

Date: October 11, 1991

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**CONTINUING SECURITY INTEREST AND
CONDITIONAL ASSIGNMENT OF PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS CONTINUING SECURITY INTEREST AND CONDITIONAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (the "Agreement") is made as of this 21st day of September, 1991, by and between Melnor Industries, Inc., a Delaware corporation (the "Assignor"), and Heller Financial, Inc., as Agent (the "Agent") for itself and the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among the Agent, the financial institutions signatory thereto (the "Lenders") and the Assignor (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and certain other Financing Agreements, the Lenders have agreed to make certain revolving and term loans to the Assignor in an aggregate principal amount originally contemplated not to exceed \$24,000,000; and

WHEREAS, pursuant to the Credit Agreement the Assignor grants to the Agent, on behalf of itself and the Lenders, a security interest in all of the Assignor's assets, including without limitation its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows

1. Incorporation of Credit Agreement: Credit Agreement Definitions. The Credit Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing security interest, as and by way of a first mortgage and security interest having priority over all other security interests, in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

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(a) United States patents and patent applications, including without limitation the inventions and improvements described and claimed in the Credit Agreement, and those patents listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations in part, extensions and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States patents and patent applications, including without limitation damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing United States patents and patent applications are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) United States copyrights and copyright registrations, including without limitation the copyright registrations and applications described and claimed in the Credit Agreement and listed on Schedule B attached hereto and made a part hereof, and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States copyrights, including without limitation damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing United States copyrights are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) United States trademarks, tradenames, service marks, trademark registrations, and trademark applications, including without limitation the trademarks and applications listed on Schedule C attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including without limitation damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, tradenames, service marks, trademark registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) any license agreement in which the Assignor is or becomes licensed to use a Patent, Copyright, Trademark or the know how of any other Person, including without limitation the license agreements listed on Schedules A,

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B and C attached hereto and made a part hereof (all the foregoing are referred to as the "Licenses"); and

(e) the goodwill of the Assignor's business connected with the use of and symbolized by the Trade-marks.

3. Assignment of Patents. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to all Patents and all of the Assignor's business forms and other paper products, work in process and raw materials, covered by any United States letters patent, and any renewal, reissuance or extension of such letters patent, including without limitation the Patents that may pertain to Collateral other than the Patents.

4. Assignment of Copyrights. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to all Copyrights, including without limitation Copyrights that may pertain to Collateral other than the Copy-rights.

5. Assignment of Trademarks and Goodwill. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to all Trademarks and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

6. Assignment of Licenses. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the

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Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, any and all rights of the Assignor under the Licenses and any license agreement with any other party, whether the Assignor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by the Assignor and now or hereafter covered by such License and agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could affect the validity or enforcement of the rights transferred to the Agent under this Assignment, which rights are used or usable in the conduct of the Assignor's business. Notwithstanding the foregoing, the Assignor shall not be deemed to have assigned hereunder any license agreement under which the Assignor is the licensee if such assignment would result in termination or a breach of the terms of the applicable license agreement. The Assignor hereby covenants that it will immediately notify the Agent if any Patent, Copyright or Trademark shall at any time hereafter become subject to such license agreement and that it will promptly provide the Agent with full identification thereof and with such further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section 6.

7. Royalties. Term. The Assignor hereby agrees that the use by the Agent, on behalf of itself and the Lenders, of all Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Assignor, and without any liability for royalties or other related charges from the Agent or any Lender to the Assignor. The term of the assignments and grant of security interest granted herein shall extend until the expiration of each of the respective Patents, Copyrights, Trademarks and Licenses assigned hereunder, or until the Obligations have been finally paid in full and the Credit Agreement and the other Financing Agreements terminated, whichever first occurs.

8. Reports of Applications. The United States Patents, Copyrights, Trademarks and Licenses constitute all of the patents, copyrights, trademarks, applications and licenses now owned by the Assignor. The Assignor shall provide the Agent on a quarterly basis with a list of all new applications for United States letters patent, copyright registrations and registered trademarks and licenses, which new applications, patents, copyright registrations, trademarks and licenses shall be subject to the terms and conditions of the Credit Agreement and this Assignment.

9. Effect on Credit Agreement: Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Agent or any Lender under the Credit Agreement or the other Financing Agreements but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the

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rights and remedies of the Agent and the Lenders with respect to the Patents, Copyrights, Trademarks and Licenses, whether established hereby, by the Credit Agreement or the other Financing Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, THE ASSIGNEE SHALL NOT HAVE THE RIGHT TO USE, ENFORCE, LICENSE, SELL OR OTHERWISE TRANSFER THE PATENTS, COPYRIGHTS, TRADEMARKS AND LICENSES UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT AND AN ACCELERATION OF THE OBLIGATIONS UNDER THE CREDIT AGREEMENT.

10. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent and the Lenders and their respective successors and assigns.

11. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

Attest:

MELNOR INDUSTRIES, INC.

Cheryl J. Sorensen
Secretary

By James M. Loken
Its PRESIDENT

Accepted and Agreed to:

HELLER FINANCIAL, INC., as Agent
for itself and the Lenders

By Kenneth P. Leonard
Title AVP

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this 23rd day of September, 1991 by JAMES LOCKER and CHARLES SASJACK JR., personally known to me to be the President and Secretary of Melnor Industries, Inc., a Delaware corporation, on behalf of such corporation.

Teresa L. Shattuck
Notary Public

My Commission Expires:

OFFICIAL SEAL
TERESA L. SHATTUCK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 24, 1994

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SCHEDULE A

UNITED STATES PATENT PROPERTIES OF
MELNOR INDUSTRIES, INC.UTILITY PATENTS

<u>Title</u>	<u>U.S. Patent Number</u>	<u>Date Granted</u>
Pop-up Sprinkler	3,791,581	02/12/74
Gun-Type Fluid Control Device	3,888,421	06/10/75
Humidifier Assembly	4,056,582	11/01/78
Sprinkler Adapted for Attachment to the Ground	3,994,441	11/30/76
Hose Reel-Cart	4,137,939	02/06/79
Arm/Rotor Hub Assembly	4,193,549	03/18/80
Compressed Air Sprayer	4,192,464	03/11/80
Speed Slip on Hose Coupler	4,216,982	08/12/80
Device for Controlling the Flow of Fluid (Re-examined)	B1 4,335,852	06/22/82
Vent Damper with Emergency Manual Override	4,389,014	06/21/83
Fluid Dispenser	4,534,512	08/13/85
Pulsating Sprinkler	4,497,441	02/05/85
Readily Assemblable Oscillating Sprinkler	4,721,248	01/26/88

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Aspiration-type Sprayer (Spray Safe™)	4,736,891	04/12/88
Aspiration-type Sprayer (Spray Guard®)	4,750,674	06/14/88
Aspiration-type Sprayer with Improved Safety Feature	4,826,085	05/02/89
Fountain Brush Assembly	4,961,662	10/09/90
Pulsating Sprinkler	4,978,070	12/18/90
Aspiration-type Sprayer	5,007,588	04/16/91

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SCHEDULE A
DESIGN PATENTS

<u>Title</u>	<u>U. S. Patent Number</u>	<u>Date Granted</u>
Sprinkler	Des. 244,936	07/05/77
Spray Wand	Des. 257,537	11/18/80
Compressed Air Sprayer Tank	Des. 258,461	03/03/81
Sprinkler Control Valve	Des. 263,069	02/16/82
Water Sprinkler Base	Des. 263,868	04/13/82
Hose Coupling	Des. 265,418	07/13/82
Pulsator Head for Sprinkler (Metal)	Des. 275,595	09/18/84
Pulsator Head for Sprinkler (Plastic)	Des. 276,174	10/30/84
Base for Rotary Sprinkler	Des. 285,240	08/19/86
Spray Tube Driving End for an Oscillating Sprinkler	Des. 296,231	06/14/88
Spray Tube Supporting End for an Oscillating Sprinkler	Des. 296,230	06/14/88
Aspiration Sprayer (for Insecticides)	Des. 298,848	12/06/88
Aspiration Sprayer	Des. 300,170	03/07/89

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REEL 0822 FRAME 543

PENDING U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
Hose Reel Cart	508,916	04/12/90
Spray Gun (Point N' Spray™)	675,138	03/26/91
Spray Gun Design (Point N' Spray™)	675,468	03/26/91
Rotary Sprinkler		(To be filed)

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TRADE-MARK

TRADE-MARK	TITLE	FINN NUMBER	MERCHANDISE	AUTHOR	PUBLISHER DATE	REGISTRATION NO.	DATE
Melnor	Sprinklers, Hose Fittings	525	Catalogue	Melnor	09/20/56	A259789	
Melnor	Catalogue Sculptured Line Iron	CL321	Catalogue	Melnor	09/01/60	A479959	
Melnor	Melnor for 1961						
Melnor	Melnor's New H2 OIF Water		Sprinkler	Melnor	09/14/61	Kk161254	
Melnor	Timer		Shutoff				
Melnor	Melnor's New Multifit		Hose Couplings	Melnor	09/14/61	Kk161250	
Melnor	Couplings						
Melnor	Melnor's Low Price		Hose Nozzle	Melnor	09/14/61	Kk161251	
Melnor	Aquagun		Aquagun				
Melnor	Waters All These Lawn		Turret Sprinkler	Melnor	09/16/61	Kk161252	
Melnor	Shapes						
Melnor	Brand New from Melnor The		Sprinkler	Melnor	09/14/61	Kk161253	
Melnor	Traveling Roll and Reel						
Melnor	Melnor 1962 Lawn		Lawn Sprinklers	Melnor	08/17/61	Kk161108	09/01/61
Melnor	Sprinklers and Gardening						
Melnor	Aids						
Melnor	Melnor '62		Sprinklers	Melnor	10/01/61	Ellg1b1w	10/03/61
Superrain	Brand New Superrain		Hose Nozzle	Superrain	09/20/61	161973	10/02/61
Superrain	Pistol Hose Nozzle						
Superrain	Over Popular Ever		Sprinklers	Superrain	09/20/61	Kk161975	10/02/61
Superrain	Profitable Superrain						
Superrain	Superrain 1962 Gardening		Miscellaneous	Superrain	09/20/61	A524162	10/02/61
Superrain	Aids						
Superrain	Now The Sprinkler That		Sprinklers	Superrain	09/20/61	Kk161976	10/02/61
Superrain	Thinks for Itself						
Everrain	Everrain Catalogue 1962		Catalogue	Everrain	08/08/61	A519861	09/01/61
Everrain	Four Revolving Sprinklers		Lawn Sprinklers	Everrain	08/08/61	Kk161106	09/01/61
Everrain	Round Out the Everrain						
Everrain	Line						
Everrain	Now The Sprinkler That		Lawn Sprinklers	Everrain	08/08/61	161107	09/01/61
Everrain	Thinks for Itself						
Everrain	Ever Popular Ever		Lawn Sprinklers	Everrain	08/08/61	Kk161105	09/01/61

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TRADE-MARK

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CLAIMANT	TITLE	PATENT NUMBER	MERCHANDISE	AUTHOR	PUBLISH DATE	REGISTRATION NO.	DATE
Everrain	Everrain Turret Sprinkler		Lawn Sprinklers	Everrain	08/08/61	Kk161104	09/01/61
Everrain	New Everrain Reel Walker		Lawn Sprinklers	Everrain	08/08/61	Kk161102	09/01/61
Melnor	Melnor Lawn Sprinklers and Garden Aids 1964		Lawn Sprinklers and Garden Aids	Melnor	09/20/63	Kk176277	10/03/63
Superrain	Superrain 1964 Catalogue		Lawn Sprinklers and Gardening Aids	Superrain	09/20/63	Kk176276	10/03/63
Melnor	Melnor Product for Every Size Lawn for Every Price Range	CR04-321	Lawn Sprinklers	Melnor	09/20/63	Kk176056	10/03/63
Melnor	Melnor Oscillating Sprinklers	GD4-321	Lawn Sprinklers	Melnor	09/20/63	Kk176057	10/03/63
Melnor	Big Melnor Deal Pack 50% Profit	BD4-321	Lawn Sprinklers	Melnor	09/20/63	Kk176051	10/03/63
Melnor	Melnor Makes You Trigger Happy	GD4-321	Garden Hose Spray Guns	Melnor	09/20/63	Kk176050	10/03/63
Melnor	Melnor Oscillating Sprinklers	GD4-321		Melnor	09/20/63	Kk176056	10/03/63
Melnor	A Melnor Product for Every Size Lawn for Every Price Range	RD4-321	Lawn Sprinklers	Melnor	09/20/63	Kk176053	10/03/63
Melnor	A Full Line of Melnor Quality Garden Sprayers	FJ4-321	Garden Sprayers	Melnor	09/20/63	Kk176055	10/03/63
Melnor	New Melnor Hose Reels and Hangers	HRD-649-123	Hose Reels and Hangers	Melnor	09/20/63	Kk176052	10/03/63
Melnor	Forged Century Sheffield Stainless Steel		Head Shears	Melnor	09/30/63	Kk176466	10/18/63
Melnor	Trigger Happy Loaded with 42% Dealer Profit	CAD3-321	Gun Type Hose Nozzle	Melnor	10/01/62	Kk170626	12/17/62
Melnor	Big New Melnor Deal Pack 50% Profit	BD3-321	Sprinklers	Melnor	10/01/62	Kk170628	12/17/62
Melnor	Trigger Happy Loaded with 45% Dealer Profit	GD3-321	Hose Nozzles	Melnor	10/01/62	Kk170632	12/17/62
Melnor	Four Free Bonus Items Boost Profit to 49%	GD3-321	Sprinklers	Melnor	10/01/62	Kk170627	12/17/62
Melnor	43% Profit for Early Birds	CRD3-321	Sprinklers	Melnor	10/01/62	Kk170629	12/17/62
Melnor	48.4% Profit for Early Birds	RD3-321	Sprinklers	Melnor	10/01/62	Kk170630	12/17/62
Melnor	Reel and Two Free Bonus Sprinklers	HRD3-321	Sprinklers, Boxes and Carts	Melnor	10/01/62	Kk170631	12/17/62
Melnor	Four Free Bonus Hoses	GD3-321	Sprinkle Hose	Melnor	10/01/62	Kk170633	12/17/62

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CLAIMANT	TITLE	PATENT NUMBER	MERCHANDISE	AUTHOR	PUBLICATION DATE	REGISTRATION NO.	DATE
Everrain	Everrain 1965 Catalogue	_____	Lawn Sprinklers and Garden Accessories	Everrain	09/30/64	Kk184344	11/30/64
Melnor	Melnor Lawn Sprinklers and Gardening Aids 1965	_____	Lawn Sprinklers and Gardening Aids	Melnor	09/30/64	Kk184345	11/30/64
Superrain	Superrain 1965 Catalogue	_____	Lawn Sprinklers and Gardening Aids	Superrain	09/30/64	Kk184346	11/30/64
Melnor	Melnor Lawn Sprinklers And Gardening Aids 1966	_____	Lawn Sprinklers, Sprayers, Nozzles and Allied Products	Melnor	09/02/65	Kk190178	09/17/65
Everrain	1966 Catalogue/Lawn Sprinklers and Gardening Aids - Everrain	_____	Lawn Sprinklers, Sprayers, Nozzles and Allied Products	Everrain	09/02/65	190177	09/17/65
Superrain	Superrain 1966 Catalogue/Lawn Sprinklers and Gardening Aids	_____	Lawn Sprinklers, Sprayers, Nozzles and Allied Products	Superrain	09/06/65	Kk191180	09/21/65
Everrain	Everrain 1967 Catalogue	_____	Lawn Sprinklers, Garden Tools and Accessories	Everrain	08/26/66	Kk197040	10/07/66
Melnor	Melnor 1967 Catalogue	_____	Lawn Sprinklers, Gardening Tools and Accessories	Melnor	08/19/66	Kk197041	10/07/66
Melnor	Melnor 1968 Catalogue	_____	Miscellaneous	Melnor	07/28/67	A935968	09/12/67
Everrain	Lawn Sprinklers, Garden Tools and Accessories/ 1968 Catalogue	_____	Miscellaneous	Everrain	08/07/67	A935969	09/12/67
Melnor	Melnor 1969 Lawn Sprinklers and Gardening Aids	_____	Sprinklers, Hose Reels and Carts	Melnor	10/01/62	Kk169995	11/01/62
Melnor	Melnor's New Multifit Couplings	_____	Hose Couplings	Melnor	09/14/61	Kk161250	09/18/61
Melnor	Two Early Bird Specials	_____	Sprinklers, Hose Reels and Carts	Melnor	10/01/62	Kk169556	11/01/62
Beatrice Foods 1981	Lawn and Garden Products 1981	_____	Text and Photos	_____	08/31/80	TX546-256	09/10/80
Turf Irrigation	Keep Your Lawn Luxurious With Turf Sprinkler Systems	_____	Sprinkler Systems	Turf Irrigation	07/24/67	Kk201827	08/02/67
Turf Irrigation	Raining The World Over	_____	_____	Turf Irrigation	02/01/67	A928308	08/02/67

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TRADEMARK

SCHEDULE C

U.S. TRADEMARKS OF MELNOR INDUSTRIES, INC.

<u>Registration Date</u>	<u>Registration Number</u>	<u>Trademark</u>
01-15-80	1,129,204	Aqua-Queen .
09-17-57	651,745	Cold Steam
12-26-78	1,110,055	Gentle Rain
11-07-78	1,105,574	Mansion
11-27-79	1,126,995	Melnor(& design)
11-30-79	1,218,420	Melnor(& design)
12-18-56	638,670	Melnor's Aqua Gun
11-06-73	972,629	Power Flush
05-18-82	1,195,598	Pre-vent
07-12-83	1,245,677	Quick Fix
02-12-80	1,130,684	Rancher
06-26-79	1,120,890	Spray Safe
12-12-78	1,108,702	Squeeze N' Water
11-07-78	1,105,577	Suburban
08-25-59	683,895	Superain
12-17-74	999,433	Super Wal-Tabs

REEL 5895 FRAME 762

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REEL 0822 FRAME 548

06-24-74	986,767	Sway N' Spray
11-16-82	1,216,536	Time-A-Matic
10-06-81	1,172,328	Time-A-Matic
10-29-74	996,949	Travel-Matic
01-03-61	709,351	Walton
10-27-81	1,175,053	Walton Quality By Design
12-19-78	1,109,279	Waltonaire
01-15-80	1,129,205	Waltronic
08-25-59	683,896	Wave-Master
01-03-67	821,462	Jet Stream
12-12-76	1,049,999	Melnor
01-10-56	618,863	Melnor
01-03-67	821,451	Rain Wave
12-27-55	618,093	Everain (and design)
08-16-66	812,846	M (and design)
05-29-56	627,619	Swing N'Spray
08-05-86	1,404,089	Aqua-Guage
08-15-89	1,551,973	Spray Guard
01-02-90	1,574,252	Super Glo

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**PENDING U.S. TRADEMARK APPLICATIONS OF
MELNOR INDUSTRIES, INC.**

<u>Application Number</u>	<u>Trademark</u>	<u>Application Date</u>
74/046,272	Reel Barrow	04-03-90
74/046,271	Reel Tote	04-03-90
74/109,728	Point 'N Spray	10-26-90
74/154,986	Reelmount (and Design)	04-08-91
74/162,634	Hose Minder (and Design)	05-01-91
74/192,568	Snap-It	08-05-91
Pending	Reelcart (and Design)	08-05-91

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OFFICE

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Licenses

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