

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/29/2014	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Rexair LLC
<b>Street Address:</b>	50 West Big Beaver Road
<b>Internal Address:</b>	Suite 350
<b>City:</b>	Troy
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE
<b>Name:</b>	Rexair Holdings, Inc.
<b>Street Address:</b>	50 West Big Beaver Road
<b>Internal Address:</b>	Suite 350
<b>City:</b>	Troy
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3156519	AQUAMATE
Registration Number:	1218263	AQUAMATE
Registration Number:	1476692	
Registration Number:	2375755	E
Registration Number:	2379877	E SERIES
Registration Number:	2936661	E2
Registration Number:	743711	HURRICANE
Registration Number:	2143799	
Registration Number:	1873523	
Registration Number:	4544452	MINIJET
Registration Number:	4146996	R

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3963163	R
Registration Number:	3946878	R
Registration Number:	993728	RAINBOW
Registration Number:	3963161	RAINBOW
Registration Number:	3756153	RAINBOW
Registration Number:	3759325	RAINBOW
Registration Number:	3963162	RAINBOW
Registration Number:	1782060	RAINBOW MATE
Registration Number:	1548577	RAINBOW PACESETTERS
Registration Number:	1897430	RAINBOWMATE
Registration Number:	1448262	R
Registration Number:	2317087	R
Registration Number:	2298752	R
Registration Number:	4010274	RAINJET
Registration Number:	2652458	RAINMATE
Registration Number:	2656996	RAINMATE
Registration Number:	610593	REXAIR
Registration Number:	3490196	REXAIR
Registration Number:	3503841	THE POWER OF WATER
Registration Number:	1436270	
Registration Number:	1436269	
Registration Number:	3644198	WET DUST CAN'T FLY

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-956-7685  
**Email:** carrierr@sullcrom.com  
**Correspondent Name:** Rita M. Carrier  
**Address Line 1:** 1700 New York Avenue, N.W.  
**Address Line 2:** Suite 700  
**Address Line 4:** Washington, D.C. 20006

<b>NAME OF SUBMITTER:</b>	Rita M. Carrier
<b>SIGNATURE:</b>	/Rita M. Carrier/
<b>DATE SIGNED:</b>	08/29/2014

**Total Attachments: 8**  
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source=Rexair - Release of IP Liens#page8.tif

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "*Agreement*"), effective as of August 29, 2014, is made by JPMorgan Chase Bank, N.A., a national banking association with an address of 10 South Dearborn, 7<sup>th</sup> Floor, Chicago, Illinois 60603, as Administrative Agent (as defined below), in favor of Rexair LLC, a Delaware limited liability company with an address of 50 West Big Beaver Road, Suite 350, Troy, Michigan 48084 (the "*Borrower*"), and Rexair Holdings, Inc., a Delaware corporation with an address of 50 West Big Beaver Road, Suite 350, Troy, Michigan 48084 (the "*Guarantor*," and, together with the Borrower, the "*Grantors*"). Capitalized terms used in this Agreement, but not defined herein, have the meanings ascribed to them, as applicable, in the Credit Agreement or the Security Agreement referred to below.

### WITNESSETH:

WHEREAS, the Borrower, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent for the lenders party thereto (in such capacity, the "*Administrative Agent*"), entered into a Credit Agreement dated as of December 22, 2009, as amended and restated by an Amended and Restated Credit Agreement dated as of November 19, 2010, as amended and restated by an Amended and Restated Credit Agreement dated as of April 28, 2011, as amended and restated by the Third Amended and Restated Credit Agreement dated as of October 9, 2013 (as further amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, in connection with the Credit Agreement, the Grantors and the Administrative Agent entered into a Consent and Amendment of Collateral Documents dated as of October 9, 2013 (the "*Consent and Amendment*"), pursuant to which, among other things, the Grantors and the Administrative Agent confirmed and amended certain Existing Collateral Agreements (as defined in the Consent and Amendment), including, without limitation, that certain Pledge and Security Agreement dated as of December 22, 2009, by and among the Grantors and the Administrative Agent (the "*Security Agreement*," and, together with the Consent and Amendment, the "*Collateral Agreements*"), relating to the collateral granted by the Grantors to the Secured Parties;

WHEREAS, pursuant to the terms of the Collateral Agreements, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all Copyrights, Patents, and Trademarks now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, including, without limitation, all of the Copyrights, Patents, and Trademarks listed on any schedule or exhibit or other attachment to the Collateral Agreements or to the Short-Form Security Agreements (as defined herein) (collectively, the "*Grantors' Intellectual Property*"), including, without limitation, the Copyrights listed on *Exhibit A* hereto, the Patents listed on *Exhibit B* hereto, and the Trademarks listed on *Exhibit C* hereto (such Copyrights, Patents, and Trademarks, collectively, the "*Registered Intellectual Property*"), to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement;

WHEREAS, the Security Agreement was recorded with the United States Copyright Office on January 25, 2010, at Volume 3591, Document No. 323, and with the United States Patent and Trademark Office (the "USPTO"), in the case of Patents, on January 11, 2010, at Reel 023758, Frame 0123, and, in the case of Trademarks, on January 11, 2010, at Reel 4128, Frame 0643;

WHEREAS, in connection with the Collateral Agreements, the Grantors executed a Copyright Security Agreement dated as of October 9, 2013; a Patent and Trademark Security Agreement dated as of December 30, 2010; and a Patent and Trademark Security Agreement dated as of October 9, 2013 (collectively, the "*Short-Form Security Agreements*");

WHEREAS, the Patent and Trademark Security Agreement dated as of December 30, 2010, was recorded in the USPTO, in the case of Patents, on January 14, 2011, at Reel 025634, Frame 0038, and, in the case of Trademarks, on January 14, 2011, at Reel 4453, Frame 0248, and the Patent and Trademark Security Agreement dated as of October 9, 2013, was recorded in the USPTO, in the case of Patents, on November 6, 2013, at Reel 031589, Frame 0302, and, in the case of Trademarks, on November 6, 2013, at Reel 5147, Frame 0553; and

WHEREAS, the Secured Obligations have been paid in full and the Commitments have been terminated, and the Administrative Agent desires, therefore, to release its security interest in and to the Grantors' Intellectual Property, including the Registered Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees, for the benefit of the Grantors, as follows:

SECTION 1. Release of Security Interest. The Administrative Agent hereby assigns and pledges to the Grantors, and releases, cancels, relinquishes and discharges its lien on, and any and all security interests in, all of the Grantors' rights, title and interest in, to, and under the Grantors' Intellectual Property, including the Registered Intellectual Property.

SECTION 2. Further Assurances. The Administrative Agent shall, at the request and expense of the Grantors, timely take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be necessary or desirable to evidence the release and termination of the Administrative Agent's security interests in the Grantors' Intellectual Property, including the Registered Intellectual Property, and to consummate and make effective the transactions contemplated by this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, then to the maximum extent permitted by law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Administrative Agent has caused this Agreement to be duly executed and delivered by its officer as of the date first listed above.

JPMorgan Chase Bank, N.A.

By: Jeffrey Mather Jones  
Name: JEFFREY MATHER JONES  
Title: OFFICER

)  
) ss  
)

Before me on this 26<sup>th</sup> day of August, 2014, personally appeared Jeffrey M. Jones to me personally known to be the person described in, and who executed, the above instrument, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Sherril L. Bolton  
Notary Public

AFFIX SEAL

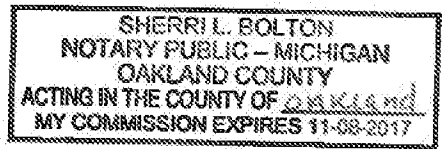


Exhibit A

U.S. Copyrights

No.	Title	Record Owner	Registration Number	Registration Date
1.	Rainbow owner's manual.	Rexair, Inc.	TX0003189858	1991-11-07
2.	Rainbow owner's manual.	Rexair, Inc.	TX0003189859	1991-08-01
3.	Rainbow SE cleaning system.	Rexair, Inc.	TX0004448028	1997-05-29



Exhibit B

U.S. Patents

	Title	Record Owner	Patent No. or (Application No.) as applicable	Patent Date or (Application Date) as applicable
1.	Accessory Holder for Vacuum Cleaner	Rexair LLC	5,943,731	8/31/1999
2.	Accessory Holder for Vacuum Cleaner	Rexair LLC	6,098,241	8/8/2000
3.	Brush Holder for Electric Motor	Rexair LLC	5,949,175	9/7/1999
4.	Brushless Motor	Rexair LLC	6,777,844	8/17/2004
5.	Cleaning System	Rexair LLC	(12501038)	(7/10/2009)
6.	Cleaning System	Rexair LLC	(PCT/US10/25356)	(2/25/2010)
7.	Cleaning Tool Having Airflow Directing Manifold for a Vacuum Cleaner System	Rexair LLC	5,123,141	6/23/1992
8.	Cleaning Tool Having Split Manifold	Rexair LLC	5,537,710	07/23/1996
9.	Cleat Having Retractable Retaining Arms	Rexair LLC	5,924,642	7/20/1999
10.	Combined Wet-Dry Vacuum Cleaner	Rexair LLC	D419731	1/25/2000
11.	Crevice Cleaning Tool for a Vacuum Cleaner Apparatus	Rexair LLC	6,032,328	3/7/2000
12.	Design of a Water Container for a Vacuum Cleaner	Rexair LLC	D420476	2/8/2000
13.	Dolly for a Vacuum Cleaner	Rexair LLC	D414305	09/21/1999
14.	Filter for a Vacuum Cleaner	Rexair LLC	6,162,287	12/19/2000
15.	Filter for a Vacuum Cleaner	Rexair LLC	6,312,508	11/6/2001
16.	Filter for a Vacuum Cleaner	Rexair LLC	6,290,761	9/18/2001
17.	Filter for a Vacuum Cleaner	Rexair LLC	6,361,587	3/26/2002
18.	Filter for a Vacuum Cleaner	Rexair LLC	6,432,180	8/13/2002
19.	Filter for a Vacuum Cleaner	Rexair LLC	6,565,637	5/20/2003
20.	Handle Assembly for a Vacuum System Cleaning Tool	Rexair LLC	5,109,568	5/5/1992
21.	Housing Design for Power Nozzle	Rexair LLC	D376879	12/24/1996
22.	Intake Nozzle Assembly for a Liquid Bath Vacuum Cleaner	Rexair LLC	5,022,115	6/11/1991
23.	Intake Nozzle Assembly for a Liquid Bath Vacuum Cleaner	Rexair LLC	5,125,129	6/30/1992
24.	Integrated Pump Priming System	Rexair LLC	(13143890)	(7/8/2011)
25.	Integrated Spider Separator	Rexair LLC	7,210,195	5/1/2007
26.	Nozzle Brush Arrangements for Vacuum Cleaner Assemblies	Rexair LLC	(12610731)	(11/2/2009)
27.	Reduced Diameter Separator for a Vacuum Cleaner Apparatus	Rexair LLC	5,902,386	5/11/1999

	Title	Record Owner	Patent No. or (Application No.) as applicable	Patent Date or (Application Date) as applicable
28.	Separator with Multiple Function Vanes for a Vacuum Cleaner Apparatus	Rexair LLC	6,306,199	10/23/2001
29.	Separator with Multiple Function Vanes for a Vacuum Cleaner Apparatus	Rexair LLC	6,391,101	5/21/2002
30.	Squeegee Apparatus for a Vacuum Cleaner System	Rexair LLC	5,280,666	1/25/1994
31.	Vacuum Cleaner	Rexair LLC	D426355	6/06/2000
32.	Vacuum Cleaner	Rexair LLC	D423154	4/18/2000
33.	Vacuum Cleaner Accessory Holder	Rexair LLC	D422764	4/11/2000
34.	Vacuum Cleaner Nozzle	Rexair LLC	D424259	5/2/2000
35.	Vacuum Cleaner Nozzle	Rexair LLC	D416115	11/2/1999
36.	Water Basin Illumination	Rexair LLC	8,205,295	6/26/2012
37.	Water Basin Illumination	Rexair LLC	(PCT/US10/25141)	(2/24/2010)

## Exhibit C

## U.S. Trademarks

	Trademark	Record Owner	Registration No.	Registration Date
1.	AQUAMATE	Rexair LLC	3,156,519	10/17/2006
2.	AQUAMATE (STYLIZED)	Rexair LLC	1,218,263	11/30/1982
3.	DESIGN (VACUUM CLEANER)	Rexair LLC	1,476,692	2/16/1988
4.	E & LOGO	Rexair LLC	2,375,755	8/8/2000
5.	E SERIES	Rexair LLC	2,379,877	8/22/2000
6.	E2 & DESIGN	Rexair LLC	2,936,661	3/29/2005
7.	HURRICANE (STYLIZED)	Rexair LLC	743,711	1/15/1963
8.	LOGO	Rexair LLC	2,143,799	3/17/1988
9.	LOGO (RAINBOW)	Rexair LLC	1,873,523	1/17/1995
10.	MINIJET	Rexair LLC	4,544,452	6/3/2014
11.	R (SWIRL)	Rexair LLC	4,146,996	5/22/2012
12.	R (SWIRL)	Rexair LLC	3,963,163	5/17/2011
13.	R (SWIRL)	Rexair LLC	3,946,878	4/19/2011
14.	RAINBOW	Rexair LLC	993,728	9/24/1974
15.	RAINBOW	Rexair LLC	3,963,161	5/17/2011
16.	RAINBOW & DESIGN	Rexair LLC	3,756,153	3/2/2010
17.	RAINBOW & DESIGN (WITH ORBIT)	Rexair LLC	3,759,325	3/9/2010
18.	RAINBOW (STYLIZED 1 DROP)	Rexair LLC	3,963,162	5/17/2011
19.	RAINBOW MATE	Rexair LLC	1,782,060	7/13/1993
20.	RAINBOW PACESETTERS & DESIGN	Rexair LLC	1,548,577	7/18/1989
21.	RAINBOWMATE (STYLIZED)	Rexair LLC	1,897,430	6/6/1995
22.	RAINDROP & R LOGO	Rexair LLC	1,448,262	7/21/1987
23.	RAINDROP & R LOGO	Rexair LLC	2,317,087	2/8/2000
24.	RAINDROP & R LOGO	Rexair LLC	2,298,752	12/7/1999
25.	RAINJET	Rexair LLC	4,010,274	8/9/2011
26.	RAINMATE	Rexair LLC	2,652,458	11/19/2002
27.	RAINMATE & DESIGN	Rexair LLC	2,656,996	12/3/2002
28.	REXAIR	Rexair LLC	610,593	8/16/1955
29.	REXAIR (STYLIZED FANCY X)	Rexair LLC	3,490,196	8/19/2008
30.	THE POWER OF WATER	Rexair LLC	3,503,841	9/23/2008
31.	VACUUM CLEANER DESIGN	Rexair LLC	1,436,270	4/14/1987
32.	VACUUM CLEANER DESIGN	Rexair LLC	1,436,269	4/14/1987
33.	WET DUST CAN'T FLY	Rexair LLC	3,644,198	6/23/2009

TRADEMARK

RECORDED: 08/29/2014

REEL: 005354 FRAME: 0364