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05-02-2000

Form PTO-1595

RE

U. S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

To the Honorable Commissioner of Patents



Original documents or copy thereof.

1. Name of conveying party(ies):

Rexair, Inc.

101343746

Receiving party(ies):

Name: Bank of America, N.A.

Internal Address:

Street Address: 101 North Tryon Street

City: Charlotte State: North Carolina ZIP: 28255

Additional name(s) & address(es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment
☒ Security Interest
☐ Other _____
- ☐ Merger
☐ Change of Name

Execution Date: March 24, 2000

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

If this document is being filed together with a new application, the execution date of this application is:

A. Patent Application No. (s)

B. Patent No. (s)

Please see attached Schedule A

Additional numbers attached? Yes ☒ No ☐

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036 - 2787

6. Total number of applications and patents involved:

38

7. Total fee (37 CFR 3.41): ...\$1,520.00.....

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

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

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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.

Brian T. Jaenicke

Name of Person Signing

Signature

 4/10/2000
 Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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SCHEDULE A

<u>Number</u>	<u>Title</u>	<u>Issue / Filing Date</u>
29/083,412 (Design)	Vacuum cleaner	Filed February 4, 1998
29/083,413 (Design)	Vacuum cleaner	Filed February 4, 1998
D 420,476 (Design)	Water container for a vacuum cleaner	February 8, 2000
D 414,305 (Design)	Design of a dolly for a vacuum cleaner	September 21, 1999
29/083,515 (Design)	Accessory holder vacuum cleaner	Filed February 4, 1998
5,949,175	Brush holder for electric motor	September 7, 1999
5,943,731	Vacuum cleaner accessory holder	August 31, 1999
6,032,328	Crevice cleaning tool for a vacuum cleaner apparatus	March 7, 2000
5,974,623	Vacuum cleaner motor housing	November 2, 1999
5,924,642	Cleat having retractable retaining arms.	July 20, 1999
5,902,386	Reduced diameter separator for a vacuum cleaner apparatus	May 11, 1999
4,735,555	Air blower assembly for vacuum cleaner	April 5, 1988
4,640,697	Vacuum cleaner construction	February 3, 1987
4,824,333	Air blower assembly for vacuum cleaners	April 25, 1989
4,693,734	Vacuum cleaner construction	September 15, 1987
5,991,972	Height adjustment mechanism for a cleaning tool	November 30, 1999
4,851,017	Radial cooling fan for vacuum cleaner motor	July 25, 1989
4,485,518	Wet-dry vacuum cleaning apparatus	December 4, 1984
D 296,945 (Design)	Vacuum cleaner top	July 26, 1988
5,030,257	Separator for a vacuum cleaner system	July 9, 1991
5,096,475	Separator for a vacuum cleaner system	March 17, 1992
5,090,974	Separator for a vacuum cleaner system	February 25, 1992
D 416,115 (Design)	Vacuum cleaner nozzle	November 2, 1999
29/087,300 (Design)	Vacuum cleaner nozzle	April 30, 1998
5,123,141	Cleaning tool having airflow directing manifold for a	June 23, 1992

5,022,115	vacuum cleaner system Intake nozzle assembly for a liquid bath vacuum cleaner	June 11, 1991
5,125,129	Intake nozzle assembly for a liquid bath vacuum cleaner	June 30, 1992
5,109,568	Handle assembly for a vacuum system cleaning tool	May 5, 1992
D 334,447	Vacuum cleaner handle	March 30, 1993
5,280,666	Squeegee apparatus for a vacuum cleaner system	January 25, 1994
D 347,305	Vacuum cleaner nozzle	May 24, 1994
5,537,710	Cleaning tool having split manifold	July 23, 1996
D 376,879	Housing design for a power nozzle	December 24, 1996
09/298,137 (Utility)	Filter for a vacuum cleaner	Filed April 23, 1999
D 419,731	Wet-dry vacuum cleaning apparatus	January 25, 2000
09/302,212	Vacuum cleaner	Filed April 29, 1999
09/360,604	Accessory holder for a vacuum cleaner	Filed July 26, 1999
09/490,708	Filter cartridge	Filed January 25, 2000

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Rexair, Inc., a Delaware Corporation (the "Grantor") with principal offices at 3221 Big Beaver, Suite 200, Troy, MI 48084, hereby assigns and grants to Bank of America , N.A., as Collateral Agent, with principal offices at 101 North Tryon Street, Charlotte, North Carolina 28255 (the "Grantee"), a security interest in (i) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 24, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

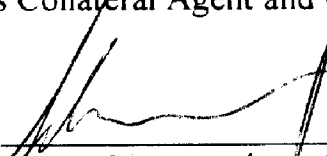
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

24th day of March, 2000.

REXAIR, INC., Grantor

By 
Name: Peter F. Bailey
Title: Vice President

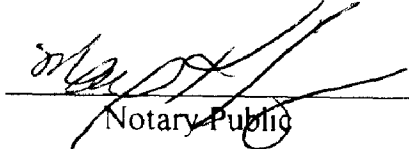
BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By 
Name: Steve A. Aronowitz
Title: Managing Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of March, 2000, before me personally came Peter F.

Reilly who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Rexair, Inc., that [s]he is authorized to execute the foregoing Grant on behalf
of said Corporation and that [s]he did so by authority of the Board of Directors of said
Corporation.



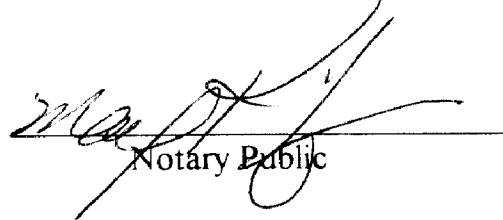
Notary Public

MAY KAREN VIP
Notary Public, State of New York
No. 01716100663
Qualified in New York County
Commission Expires June 22, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 27th day of March, 2000, before me personally came Steve

A. Aronowitz who, being by me duly sworn, did state as follows: that [s]he is
Managing Director of Bank of America, N.A. that [s]he is authorized to execute the foregoing
Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of
said corporation.


Notary Public

MAY KAREN YIP
Notary Public, State of New York
No. 0171840063
Qualified in New York County
Commission Expires June 22, 2000