

U.S. DEPARTMENT OF COMMERCE

4/17/01

PATENTS ONLY



101698060

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

<p>1. Names of conveying parties:</p> <p style="text-align: center;">PRIMUS HOLDINGS, L.P.</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party:</p> <p>Name: TRISTAR ENTERPRISES, L.L.C.</p> <p>Internal Address:</p> <p>Street Address: 14700 Detroit Avenue, Suite 2</p> <p>City: Cleveland State: Ohio</p> <p>Country: U.S.A. ZIP: 44107</p> <p>Additional names & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: <u>April 26, 2000</u></p>	

4. Application number or patent number: Not yet assigned

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

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s)</p> <p>6,145,160</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: SIDLEY & AUSTIN</p> <p>Internal Address: Attn: James W. Williams</p> <p>Street Address: 717 North Harwood Suite 3400</p> <p>City: Dallas State: TX ZIP: 75201-6507</p>	<p>6. Total Number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p style="text-align: center;"><u>18-1260</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

<p><u>James W. Williams</u></p> <p>Name of Person Signing</p>	<p></p> <p>Signature</p>	<p><u>April 12, 2001</u></p> <p>Date</p>
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Total number of pages including cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

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**Assignment Agreement
(Patent)**

THIS ASSIGNMENT AGREEMENT (PATENT), 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").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated April 26, 2000, by and between Assignor and Assignee, Assignor has undertaken to and has, as of the date first set forth above, transferred to Assignee all its right title and interest in and to certain patents and patent 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 patents and patent 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 "Patent Property"), whether now or hereafter owned, existing or arising:

(a) those certain letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) those certain patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and b; and

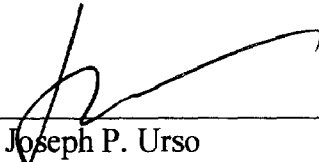
(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suites), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

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

ASSIGNOR:

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

By: Primus Holding Corp.,
A Delaware corporation

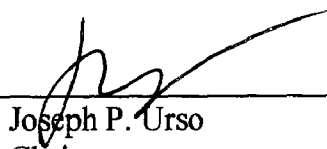
By: 

Joseph P. Urso
Chairman

ASSIGNEE:

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

By: TriStar Industries, Inc.
A Delaware corporation

By: 

Joseph P. Urso
Chairman

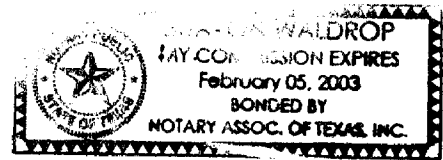
STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

I, SHARON WALDROP, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph P. Urso personally known to me to be the chairman 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 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 March 2001.

Sharon Waldrop
Notary Public

My commission expires: **FEBRUARY 5, 2003**



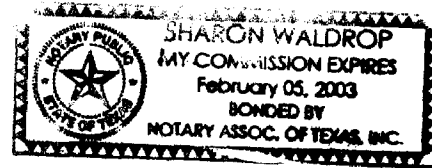
STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

I, SHARON WALDROP, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph P. Urso personally known to me to be the chairman of PRIMUS HOLDINGS, INC., a California corporation and the general partner of PRIMUS HOLDINGS L.P., a Delaware limited partnership 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 signed and delivered the said instrument as chairman of said corporation on behalf of said limited partnership, pursuant to authority, given by the Board of Directors of said corporation and limited partnership 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 March, 2001.

Sharon Waldrop
Notary Public

My commission expires: FEBRUARY 5, 2003



Item A **Patents**

Issued Patents

<u>Country</u>	<u>Patent</u>	<u>Issue Date</u>	<u>Title</u>
US	6,145,160	11/14/2000	TANK-TYPE VACUUM CLEANER