FORM <b>PTO-1595</b> (Rev. 6-93)	REC	08-26-2	2003	HEET	U.S. DEPARTMENT OF C	COMMERCE emark Office
OMB No. 0651-0011 (exp. 4/94)					9	
Tab settings ⇔ ⇔ ♥	(14.7. <b>7</b> )				₩ '	▼
To the Honorable Commissi	oner of Patents a	<u></u>	<del>3</del> 68	ached origina	al documents or copy there	of.
1. Name of conveying party(ies		25 AM 11: 12 CE SECTION			eceiving party(ies)	
Bank of America, N.A.,	as Collate	ral Agent		Rexair	, Inc. Il.ps Tower- We	est talk
Additional name(s) of conveying party(	es) attached? 🔾 Y	′es □ No				
3. Nature of conveyance:			<del></del>			
☐ Assignment	□ Me	erger	Street Addr	ress: <u>רר</u>	Soth Flagler	A
☐ Security Agreement	☐ Ch	ange of Name		. 0 (		
Other Release of S Intellectual P		erest in	City: We	st KalM Beach	State:FC ZIP:	33401
Execution Date:July			Additional nan		s(es) attached? □ Yes 🖔 No	)
4. Application number(s) or pat	ent number(s):					
If this document is being file	d together with	a new applicatior	n, the execution d	ate of the ap	plication is:	
A. Patent Application No.(s	)	1	B. Patent I	No.(s)		
	Ad	l dditional numbers att	ached? ÖX Yes □ N	o		
Name and address of party to concerning document should	-	oondence	6. Total numb	er of applicati	ions and patents involved	: 38
Name: Laura Konra	th	· · · · · · · · · · · · · · · · · · ·	7. Total fee (3	37 CFR 3.41)	\$ 1,520	
Internal Address: Win	ston & Strav	vn LLP	☐ Enclose	ed		
· .	. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		☐ Authoriz	zed to be cha	arged to deposit account	t
Street Address: 35 W	. Wacker Dr.		8. Deposit acc	count numbe	er:	
City: Chicago St	ate: <u>IL</u>	ZIP: <u>60601</u>		ate copy of this	page if paying by deposit acc	count)
A/25/2003 ECOOPER 00000193 B414305						,
1 FC:8021 152	0.00 OP	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.  Laura Konrath Name of Person Signing  Signature  Date						
	l otal numbe	r of pages including o	over sheet, attachme	ents, and docum	nent:	

## **Released Intellectual Property**

Continuation 1

# pats

# SCHEDULE A

#### 1. Patents

Number	<u>Title</u>	Issue / Filing Date
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	February 8, 2000
17 +20,470 (Design) V	for a vacuum cleaner	replicaty 6, 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 V	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 v	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

new york 379267 v1 [C#y;0]].dea] 1103610-0026

> PATENT REEL: 010742 FRAME: 0165

# **Released Intellectual Property**

	vacuum cleaner system	
5,022,115	Intake nozzie assembly for a	June 11, 1991
5,125,129	liquid bath vacuum cleaner Intake nozzie assembly for a	5 20 1000
J, 12J, 12F	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 nozzie	May 24, 1994
5,537,710	Cleaning tool having split	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

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new yeak \$79267 v1 [Chyy0] !:dos

PATENT REEL: 010742 FRAME: 0156

#### **Execution Copy**

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of July 15, 2003 (the "Effective Date"), in favor of Rexair, Inc (the "Pledgor") by (i) Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Creditors (as defined in the Rexair Security Agreement referred to below) and (ii) Wilmington Trust Company and David A. Vanaskey, as Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders (the "Collateral Trustees"). Terms used and not otherwise defined herein are used herein as defined, as applicable, in the Collateral Trust Agreement and/or the Pledge and Security Agreement referred to below.

WHEREAS, reference is made to that certain Security Agreement dated as of March 24, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Rexair Security Agreement") with Bank of America, N.A., as collateral agent (the "Rexair Collateral Agent"), granting to the Repair Collateral Agent for its benefit sand for the benefit of the Secured Creditors referred to therein a lien on and security interest in all of its personal properties and fixtures now owned or hereafter acquired (the "Rexair Debt Lien") as security for its obligations under the Credit Agreement dated as of March 24, 2000 and referred to in the Rexair Security Agreement (the "Rexair Credit Agreement");

WHEREAS, the Pledgor is a party to that certain Amended and Restated Collateral Trust Agreement dated as of August 15, 2001, as amended as of September 23, 2002 and as of October 30, 2002 (as so amended and restated and as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), with the Collateral Trustees;

WHEREAS, the Pledgor has executed and delivered that certain Amended and Restated Pledge and Security Agreement dated August 15, 2001, made by the Pledgor to the Collateral Trustees, as amended as of October 30, 2002 (as so amended and restated as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), granting to the Collateral Trustees for their benefit and in trust for the Equal and Ratable Benefit of the Representatives and the Secured Holders a lien on and security interest in all of its personal properties and fixtures now owned or hereafter acquired, which security interest is at all times subject to, and subordinate to, the Rexair Debt Lien;

WHEREAS, reference is made to that certain Grant of Security Interest in United States Patents and Trademarks, dated as of March 24, 2000 (as amended,

(NY) 20770/010/RESTRUCTURING03/COLLATERAL.RELEASE/IP.release.rexair1.doc

amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") by and among the Collateral Agent, the Collateral Trustees and the Pledgor, pursuant to which the Pledgor granted (i) a trust priority security interest to the Rexair Collateral Agent for the benefit of the Secured Creditor referred to in the Rexair Security Agreement and (ii) a second priority security interest to the Collateral Trustees, for the equal and ratable benefit of the Representatives and the Secured Holders (as defined in the Collateral Trust Agreement) in each case and to all of the Pledgor's right, title and interest in and to the Additional Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was filed on April 6, 2000 with the United States Patent and Trademark Office under reel and frame numbers 010742/0154 with respect to patents and 2064/0118 with respect to trademarks;

WHEREAS, in connection with a certain Omnibus Release of Security Interest dated as of July 15, 2003, the Pledgors have requested that the Rexair Collateral Agent and the Collateral Trustees release and discharge fully their liens on and security interests in the Pledgors intellectual property listed on Schedule A hereto (the "Released Intellectual Property"), which liens and security interests were granted pursuant to the IP Collateral Documents; and

WHEREAS, the Collateral Agent and the Collateral Trustees are willing to release and discharge fully the Released Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and Collateral Trustees hereby agree as follows:

- 1. The Collateral Agent and the Collateral Trustees, on behalf of itself and their successors, legal representatives and assigns, hereby releases to each Grantor all of the Collateral Agent's liens on and security interest in, to and under the Released Intellectual Property.
- 2. The Collateral Agent and the Collateral Trustees acknowledge and affirm that all of their rights and remedies and all of the Grantor's obligations under the IP Collateral Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.
- 3. This Release may be executed in one or more counterparts, and by the Collateral Agent and the Collateral Trustees in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

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(NY) 20770/010/RESTRUCTURING03/COLLATERAL.RELEASE/IP.release.rexair1.doc

IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.

Agent AMERICA, N.A. as Collateral
By:  Name: Thomas Biaggi Title: Managing Director
Title: Managing Director  WILMINGTON TRUST COMPANY, as  Collateral Trustee
By: Name: Title:
DAVID A. VANASKEY, as Collateral Trustee

IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.

Agent
Ву:
Name:
Title:
WILMINGTON TRUST COMPANY, as Collateral Trustee
By:
Name: Title:  James D. Nesci Authorized Signer
DAVID A. VANASKEY, as Collateral  Trustee

## SCHEDULE A

### 1. Patents

Number	Title	Issue / Filing Date
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	February 8, 2000
, , ,	for a vacuum cleaner	, .,
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 V	Crevice cleaning tool for a	March 7, 2000
•	vacuum cleaner apparatus	
5,974,623 •	Vacuum cleaner motor housing	November 2, 1999
5,924,642 /	Cleat having retractable	July 20, 1999
•	retaining arms.	
5,902,386 🗸	Reduced diameter separator for	May 11, 1999
,	a vacuum cleaner apparatus	•
4,735,555 v	Air blower assembly for	April 5, 1988
,	vacuum cleaner	• ,
4,640,697 ·	Vacuum cleaner construction	February 3, 1987
4,824,333 -	Air blower assembly for	April 25, 1989
	vacuum cleaners	-
4,693,734 /	Vacuum cleaner construction	September 15, 1987
5,991,972 -	Height adjustment mechanism	November 30, 1999
•	for a cleaning tool	
4,851,017	Radial cooling fan for vacuum	July 25, 1989
_	cleaner motor	
4,485,518 •	Wet-dry vacuum cleaning	December 4, 1984
	apparatus	
D 296,945 (Design) •	Vacuum cleaner top	July 26, 1988
5,030,257 •	Separator for a vacuum cleaner	July 9, 1991
E 004 495	system	34 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
5,096,475	Separator for a vacuum cleaner	March 17, 1992
£ 000 074	system	W-1
5,090,974	Separator for a vacuum cleaner	February 25, 1992
D 414 116 (Design )	system	** * * * ***
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	June 23, 1992
	directing manifold for a	

New york 379367 v1 [C#y/0][.dee] 1103620-9026

> PATENT REEL: 010742 FRAME: 0155

# **Released Intellectual Property**

	vacuum cleaner system	
5,022,115	Intake nozzie assembly for a	June 11, 1991
5,125,129	liquid bath vacuum cleaner Intake nozzie assembly for a	Z 20 1004
3,123,127	liquid bath vacuum cleaner	June 30, 1992
5,109,568 ·	Handle assembly for a vacuum	May 5, 1992
	system cleaning tool	
D 334,447 `	Vacuum cleaner handle	March 30, 1993
5,280,666	Squeegee apparatus for a	January 25, 1994
	vacuum cleaner system	, , , , , ,
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	January 25, 2000
	apparatus	
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

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> PATENT REEL: 010742 FRAME: 0156

## SCHEDULE A

### 2. Trademarks

### SCHEDULE OF MARKS

<u>Marks</u>	Registration No./Application	Date
R Stylized	2,317,087	2-8-00
SPOT MATE	<b>75/666,40</b> 1	3-23-99
R Stylized	<b>75/788,787</b>	<b>8-20-99</b>
E Stylized	75/418,799	1-9-98
e series	75/391,526	11-11-9
R Stylized	2,298,752	12-7-99
E and design	75/374,513	10-6-97
E SERIES and Design	* 75/374,507	10-6-97
STAR SUMMIT	75/374,499	10-10-9
R and Design	2,130,763	1-20-98
RAINBOW	2,124,034	12-23-9
Design only	2,133,614	2-3-98
Design only	2,127,952	1-13-98
Design only	2,136,437	2-17-98
RAINBOWMATE Stylized	1,897,430	6-6-95
Design only	2,108,080	10-28-97
Design only	2,143,799	3-17-98
Design only	2,110,206	11-4-97
Design only	1,873,695	1-17-95
Design only	1,877,341	2-7-95
RAINBOW and Design	1,914,623	8-29-95
Design only	1,872,461	1-10-95
Design only	1,873,523	1-17-95
RAINBOW MATE	1.782.060	7-13-93
RAINBOW		
PACESETTERS and	1,548,577	7-18-89
Design	:	7-10-07
Design Only	1,476,692	2-16-88
R and Design	1,448,262	7-21-87
Design Only	1,436,270	4-14-87
Design Only	1,436,269	4-14-87
AQUAMATE Stylized	1,218,263.	11-30-82
RAINBOW		9-24-74
		8-16-55
	993,728. 610,593	9-24



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**RECORDED: 08/25/2003** 

TRADEMARK REEL: 002084 FRAME: 0119