





Continuation  
Item 45  
PatsSCHEDULE A

## 1. Patents

<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

new york 379267 v1 [Cibyr01].doc  
1103010-0026PATENT  
REEL: 010742 FRAME: 0165PATENT  
REEL: 014409 FRAME: 0254



Released Intellectual Property

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

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**PATENT**  
**REEL: 010742 FRAME: 0156**

**PATENT**  
**REEL: 014409 FRAME: 0255**



## 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 and 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,



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.



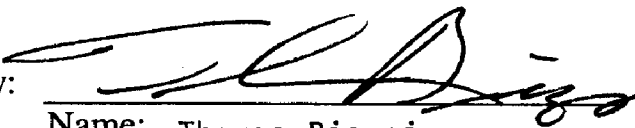
4. The Collateral Agent and the Collateral Trustees hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this Release.

[The rest of this page is intentionally left blank.]



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.

BANK OF AMERICA, N.A. as Collateral  
Agent

By:   
Name: Thomas Biaggi  
Title: Managing Director

WILMINGTON TRUST COMPANY, as  
Collateral Trustee

By: \_\_\_\_\_  
Name:  
Title:

DAVID A. VANASKEY, as Collateral  
Trustee

\_\_\_\_\_

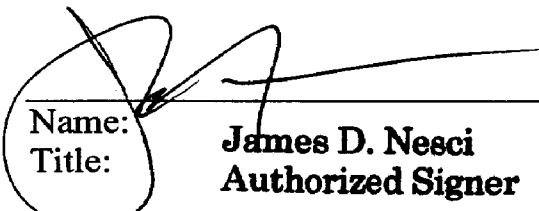


IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.

BANK OF AMERICA, N.A. as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY, as Collateral Trustee

By:  \_\_\_\_\_  
Name: **James D. Nesci**  
Title: **Authorized Signer**

DAVID A. VANASKEY, as Collateral Trustee

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SCHEDULE A

## 1. Patents

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1103630-9026

**PATENT**  
**REEL: 010742 FRAME: 0165**

**PATENT**  
**REEL: 014409 FRAME: 0261**



5,022,115	vacuum cleaner system	June 11, 1991
5,125,129	Intake nozzle assembly for a liquid bath vacuum cleaner	June 30, 1992
5,109,568	Intake nozzle assembly for a liquid bath vacuum cleaner	May 5, 1992
D 334,447	Handle assembly for a vacuum system cleaning tool	March 30, 1993
5,280,666	Vacuum cleaner handle	January 25, 1994
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5,537,710	Vacuum cleaner nozzle	July 23, 1996
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09/360,604	Vacuum cleaner	Filed July 26, 1999
09/490,708	Accessory holder for a vacuum cleaner	Filed January 25, 2000
	Filter cartridge	

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SCHEDULE A

## 2. Trademarks

SCHEDULE OF MARKS

<u>Marks</u>	<u>Registration No./Application</u>	<u>Date</u>
R Stylized	2,317,087	2-8-00
SPOT MATE	75/666,401	3-23-99
R Stylized	75/788,787	8-20-99
E Stylized	75/418,799	1-9-98
E SERIES	75/391,526	11-11-97
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	10-10-97
R and Design	2,130,763	1-20-98
RAINBOW	2,124,034	12-23-97
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		
FACESETTERS and	1,548,577	7-18-89
Design		
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	993,728	9-24-74
REXAIR Stylized	610,593	8-16-55

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1105619-0026

TRADEMARK  
REEL: 002064 FRAME: 0119

RECORDED: 08/25/2003

PATENT  
REEL: 014409 FRAME: 0263