

Attorney Docket No. 34610-3  
PATENT

**RECORDATION OF ASSIGNMENT OF PATENTS**

Mail Stop Assignments  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Attn: Assignment Branch - Patents

Sir:

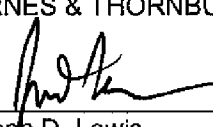
It is requested that the Assignment Branch record the properties listed below.

1. CONVEYING PARTY: Playtex Products, Inc.  
Name
2. RECEIVING PARTY: BISSELL Homecare, Inc.  
Name  
2345 Walker Avenue, N.W., Grand Rapids, MI 49544  
Address
3. INTEREST CONVEYED: Assignment  
[Assignment, Surety]
- EXECUTION DATE: November 2, 2004
4. PROPERTY(IES): U.S. Patents and Applications listed in Schedule 1 of the Assignment  
[Serial #(s), Patent #(s) New Application attached hereto (if Serial #s not given)]
5. CORRESPONDENCE ADDRESS: Barnes & Thornburg LLP  
750 17<sup>th</sup> Street, N.W.  
Suite 900  
Washington, D.C. 20006  
(202) 289-1313
6. FEE CALCULATION: 9 x \$40 = \$360.00
7. Authorization to apply or charge the Deposit Account of Barnes & Thornburg, No. 02-1010 (34610-3) therefor is hereby granted.
8. The undersigned states that to the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted herewith is a true copy of the original document.

Total number of pages including cover sheet, attachments and documents: 7

Respectfully submitted,

BARNES & THORNBURG LLP

  
\_\_\_\_\_  
Joseph D. Lewis  
Reg. No. \_\_\_\_\_  
(202) 289-1313

Date 11-29-04

**SCHEDULE 1****Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Date Granted</b>	<b>Country</b>
STABLE COMPOSITIONS FOR REMOVING STAINS FROM FABRICS AND CARPETS	6187738	2/13/2001	USA
STABLE COMPOSITIONS FOR REMOVING STAINS FROM FABRICS AND CARPETS AND INHIBITING THE RESOILING OF SAME	6043209	3/28/2000	USA
BOTTLE	D427078	6/27/2000	USA
BOTTLE	89965	7/21/2000	CA
SPRAY THROUGH VALVE	D411955	7/13/1999	USA
SPRAY THROUGH VALVE	85609	1/29/1999	CA
MEANS FOR VENTING GAS PRESSURE BUILDUP FROM A PACKAGE	6715772	4/6/2004	USA

**Patent Applications**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Country</b>
CARPET CLEANER FOR STEAM MACHINES	60/535434	1/9/2004	USA
STABLE COMPOSITIONS FOR REMOVING STAINS FROM FABRICS AND CARPETS	22660607	2/2/1999	CA
STABLE COMPOSITIONS FOR REMOVING STAINS FROM FABRICS AND CARPETS AND INHIBITING THE RESOILING OF SAME	2258371	1/5/1999	CA

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Country</b>
WIPE FOR REMOVING STAINS FROM FABRICS AND CARPETS	10/043872	1/10/2002	USA
WIPE FOR REMOVING STAINS FROM FABRICS AND CARPETS	2434474	1/11/2002	CA
WIPE FOR REMOVING STAINS FROM FABRICS AND CARPETS	PCT US 02/01124	1/11/2002	PCT
NON-FOAMING CLEANING COMPOSITIONS AND A METHOD FOR THEIR USE	10/122500	4/15/2002	USA
NON-FOAMING CLEANING COMPOSITIONS AND A METHOD FOR THEIR USE	244441	4/16/2002	CA
NON-FOAMING CLEANING COMPOSITIONS AND A METHOD FOR THEIR USE	PCTUS02/11816	4/16/2002	PCT
NON-FOAMING CLEANING COMPOSITIONS AND A METHOD FOR THEIR USE	PAa2003009444	4/16/2002	Mexico
MEANS FOR VENTING GAS PRESSURE BUILDUP FROM A PACKAGE	10/657739	9/8/2003	USA

## CONFIRMATORY PATENT ASSIGNMENT

THIS CONFIRMATORY PATENT ASSIGNMENT ("Assignment"), effective as of November 2, 2004, is made by Playtex Products, Inc., a Delaware corporation ("Assignor"), in favor of BISSELL Homecare, Inc., a Michigan corporation ("Assignee").

WHEREAS, Assignor, Playtex Manufacturing, Inc., a Delaware corporation, and BISSELL Inc., a Michigan corporation ("BISSELL"), have entered into an Asset Purchase Agreement, dated as of September 27, 2004 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), in which Assignor agreed to sell, convey, assign and transfer to BISSELL all of its right, title and interest in and to the patents and applications listed on Schedule 1 attached hereto (the "Patents") and the inventions claimed in the Patents;

WHEREAS, BISSELL and Assignee have notified Assignor in writing that all of the rights of BISSELL under the Asset Purchase Agreement have been validly assigned to Assignee;

WHEREAS, the parties have executed a General Conveyance, Bill of Sale and Assignment ("Bill of Sale") as of the same date as this Assignment; and

WHEREAS, the parties want to execute this Assignment for purposes of filing this Assignment with the United States Patent and Trademark Office, as well as any other state or foreign offices in which filings are to be made.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns and transfers to Assignee, free and clear of all Liens, other than Permitted Liens, all of its right, title and interest in and to the following:

1. the Patents, and any divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions or renewals thereof, and the inventions claimed in the Patents; and
2. all proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for, or any profits arising from, past, present or future infringement of the Patents.

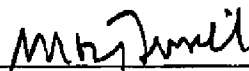
Nothing contained in this Assignment shall in any way supplement, supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, and the representations, warranties, covenants and agreements of the Buyer or the Sellers set forth in the Purchase Agreement, this Assignment, along with the Bill of Sale, being intended only to effect the transfer of the Patents by the Sellers to the Buyer pursuant to the Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Patent Assignment to be duly executed and authorized as of the date hereof.

Playtex Products, Inc.

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

BISSELL Homecare, Inc.

By:  \_\_\_\_\_  
Mark J. Bissell  
President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Confirmatory Patent Assignment to be duly executed and authorized as of the date hereof.

Playtex Products, Inc.

By: 

Name:

Title:

BISSELL Homecare, Inc.

By: \_\_\_\_\_

Mark J. Bissell

President and Chief Executive Officer

STATE OF Connecticut )

: ss.:

COUNTY OF Fairfield )

On this 2<sup>nd</sup> day of November, 2004 before me personally came Glenn A. Forbes, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Executive V.P. of Playtex Products, Inc.; he signed the instrument in the name of Playtex Products, Inc.; and he had the authority to sign the instrument on behalf of Playtex Products, Inc.



Notary Public

William Stammer

WILLIAM B. STAMMER  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 31, 2005

SBDS02 KTHOMAS 305086v2