

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Rexair, Inc.	06/30/2005

RECEIVING PARTY DATA

Name:	Credit Suisse, as first lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	5943731
Patent Number:	6098241
Patent Number:	4735555
Patent Number:	4824333
Patent Number:	5949175
Patent Number:	6777844
Patent Number:	5123141
Patent Number:	5537710
Patent Number:	5924642
Patent Number:	D419731
Patent Number:	6032328
Patent Number:	D414305
Patent Number:	6312508
Patent Number:	6432180
Patent Number:	6565637

PATENT

500050236

REEL: 016536 FRAME: 0444

CH \$1640.00 5943731

Patent Number:	6162287
Patent Number:	6290761
Patent Number:	5109568
Patent Number:	D376879
Patent Number:	5022115
Patent Number:	5125129
Application Number:	10460100
Patent Number:	5902386
Patent Number:	5030257
Patent Number:	5096475
Patent Number:	5090974
Patent Number:	6306199
Patent Number:	6391101
Patent Number:	5280666
Patent Number:	D426355
Patent Number:	D423154
Patent Number:	6174350
Patent Number:	6361587
Patent Number:	D422764
Patent Number:	4640697
Patent Number:	4693734
Patent Number:	D334447
Patent Number:	D416115
Patent Number:	D424259
Patent Number:	D347305
Patent Number:	D420476

#### CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: pagodoa@federalresearch.com  
 Correspondent Name: CBCInnovis dba Federal Research  
 Address Line 1: 1030 Fifteenth Street, NW, Ste 920  
 Address Line 2: attn: Penelope J.A. Agodoa  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Penelope J.A. Agodoa

**Total Attachments: 9**

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**PATENT**

**REEL: 016536 FRAME: 0446**

# Schedule I

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
ACCESSORY HOLDER FOR VACUUM CLEANER						
	68001-0019	02/10/1998	09/021,610	08/31/199	5,943,731	ISSUED
	68001-0461	07/26/1999	09/360,604	08/08/200	6,098,241	ISSUED
AIR BLOWER ASSEMBLY FOR VACUUM CLEANER						
	68001-0033	10/01/1985	782,510	04/05/198	4,735,555	ISSUED
AIR BLOWER ASSEMBLY FOR VACUUM CLEANERS						
	68001-0050	03/18/1988	169,820	04/25/198	4,824,333	ISSUED
BRUSH HOLDER FOR ELECTRIC MOTOR						
	68001-0017	02/05/1998	09/019,015	09/07/199	5,949,175	ISSUED
BRUSHLESS MOTOR						
	68001-0491	10/24/2001	10/012,844	08/17/200	6,777,844	ISSUED
CLEANING TOOL HAVING AIRFLOW DIRECTING MANIFOLD FOR A VACUUM CLEANER SYSTEM						
	68001-0307	02/09/1990	478,209	06/23/199	5,123,141	ISSUED
CLEANING TOOL HAVING SPLIT MANIFOLD						
	68001-0319	09/16/1994	307,873	07/23/199	5,537,710	ISSUED
CLEAT HAVING RETRACTABLE RETAINING ARMS						
	68001-0022	02/09/1998	09/020,714	07/20/199	5,924,642	ISSUED
COMBINED WET-DRY VACUUM CLEANER						
	68001-0419	08/24/1998	29/092,608	01/25/200	D419,731	ISSUED
CREVICE CLEANING TOOL FOR A VACUUM CLEANER APPARATUS						
	68001-0020	02/10/1998	09/021,495	03/07/200	6,032,328	ISSUED
CUT STATOR						
	68001-0588					PAT OP
DOLLY FOR A VACUUM CLEANER						
	68001-0005	02/04/1998	29/083,411	09/21/199	D414,305	ISSUED
FILTER ASSEMBLY FOR A VACUUM CLEANER						
	68001-0463	01/25/2000	09/490,708	11/06/200	6,312,508	ISSUED
	68001-0510	07/23/2001	09/911,234	08/13/200	6,432,180	ISSUED
	68001-0526	04/23/2002	10/128,107	05/20/200	6,565,637	ISSUED
FILTER FOR VACUUM CLEANER						
	68001-0418	04/23/1999	09/298,137	12/19/200	6,162,287	ISSUED
	68001-0485	12/07/2000	09/732,149	09/18/200	6,290,761	ISSUED
HANDLE ASSEMBLY FOR A VACUUM SYSTEM CLEANING TOOL						
	68001-0314	06/15/1990	538,846	05/05/199	5,109,568	ISSUED
HOUSING DESIGN FOR A POWER NOZZLE						
	68001-0321	07/08/1994	29/025,696	12/24/199	D376,879	ISSUED
INTAKE NOZZLE ASSEMBLY FOR A LIQUID BATH VACUUM CLEANER						
	68001-0310	01/19/1990	467,746	06/11/199	5,022,115	ISSUED
	68001-0312	06/10/1991	713,059	06/30/199	5,125,129	ISSUED
INTEGRATED SPIDER SEPARATOR						
	68001-0567	06/12/2003	10/460,100			PUBLISHED

MOTOR WITH PERMANENT MAGNETS ON ROTOR  
68001-0589

PAT OP

PIEZO-ELECTRIC SENSOR  
68001-0513

PROPOSED

REDUCED DIAMETER SEPARATOR FOR A VACUUM CLEANER APPARATUS  
68001-0028 11/10/1997 08/966,959 05/11/199 5,902,386 ISSUED

RUG CLEANER  
68001-0420

PROPOSED

SEPARATOR FOR A VACUUM CLEANER SYSTEM

68001-0273	10/18/1989	423,021	07/09/199	5,030,257	ISSUED
68001-0274	08/24/1990	573,376	03/17/199	5,096,475	ISSUED
68001-0275	03/18/1991	670,972	02/25/199	5,090,974	ISSUED

SEPARATOR WITH MULTIPLE FUNCTION VANES FOR A VACUUM CLEANER APPARATUS

68001-0464	04/19/2000	09/552,275	10/23/200	6,306,199	ISSUED
68001-0511	07/20/2001	09/910,573	05/21/200	6,391,101	ISSUED

SQUEEGEE APPARATUS FOR A VACUUM CLEANER SYSTEM

68001-0316	06/25/1992	07/904,181	01/25/199	5,280,666	ISSUED
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State-of-the-Art Search for TELESCOPING WANDS WITH WIRES

68001-0545

PAT OP

VACUUM CLEANER

68001-0002	02/04/1998	29/083,412	06/06/200	D426,355	ISSUED
68001-0003	02/04/1998	29/083,413	04/18/200	D423,154	ISSUED
68001-0459	04/29/1999	09/302,212	01/16/200	6,174,350	ISSUED
68001-0486	12/22/2000	09/746,814	03/26/200	6,361,587	ISSUED

VACUUM CLEANER ACCESSORY HOLDER

68001-0006	02/04/1998	29/083,515	04/11/200	D422,764	ISSUED
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VACUUM CLEANER CONSTRUCTION

68001-0045	10/01/1985	782,509	02/03/198	4,640,697	ISSUED
68001-0061	05/19/1986	864,820	09/15/198	4,693,734	ISSUED

VACUUM CLEANER HANDLE

68001-0315	01/22/1990	468,823	03/30/199	D334,447	ISSUED
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VACUUM CLEANER NOZZLE

68001-0287	04/30/1998	29/087,302	11/02/199	D416,115	ISSUED
68001-0288	04/30/1998	29/087,300	05/02/200	D424,259	ISSUED
68001-0318	02/04/1992	07/830,588	05/24/199	D347,305	ISSUED

WATER CONTAINER FOR A VACUUM CLEANER

68001-0004	02/04/1998	29/083,414	02/08/200	D420,476	ISSUED
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PATENT SECURITY AGREEMENT dated as of June 30, 2005, among RHÔNE SWEEP ACQUISITION SUB LLC (the "**Borrower**"), a Delaware limited liability company to be merged with and into Rexair LLC, RHÔNE SWEEP ACQUISITION INC. ("**Holdings**"), a Delaware corporation to be merged with and into Rexair Holdings Inc. and CREDIT SUISSE ("**Credit Suisse**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Credit Agreement dated as of June 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders party thereto (the "**Lenders**") and Credit Suisse, as administrative agent and as Collateral Agent and (b) the First Lien Guarantee and Collateral Agreement dated as of June 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Borrower, Holdings, the Subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and Holdings will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Borrower, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to the patents and patent applications listed on Schedule I (the "**Patents**").

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patents more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RHÔNE SWEEP ACQUISITION SUB  
LLC,

by




\_\_\_\_\_  
Name:

Title:

RHÔNE SWEEP ACQUISITION INC.,

by



\_\_\_\_\_  
Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by

\_\_\_\_\_  
Name:

Title:

by

\_\_\_\_\_  
Name:

Title:



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RHÔNE SWEEP ACQUISITION SUB  
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by

\_\_\_\_\_  
Name:

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RHÔNE SWEEP ACQUISITION INC.,

by

\_\_\_\_\_  
Name:


Title:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by

\_\_\_\_\_  
Name:

Title:



**IAN NALITT  
VICE PRESIDENT**

by

\_\_\_\_\_  
Name:

Title:



**DAVID DODD  
VICE PRESIDENT**

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