

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Victor Brent McClearen</td><td>01/20/2011</td></tr><tr><td>Ernest Matthew Chavana, Jr.</td><td>01/20/2011</td></tr></tbody></table>		Name	Execution Date	Victor Brent McClearen	01/20/2011	Ernest Matthew Chavana, Jr.	01/20/2011						
Name	Execution Date												
Victor Brent McClearen	01/20/2011												
Ernest Matthew Chavana, Jr.	01/20/2011												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Oreck Holdings LLC</td></tr><tr><td>Street Address:</td><td>Highland Ridge I</td></tr><tr><td>Internal Address:</td><td>565 Marriott Drive, Suite 300</td></tr><tr><td>City:</td><td>Nashville</td></tr><tr><td>State/Country:</td><td>TENNESSEE</td></tr><tr><td>Postal Code:</td><td>37214</td></tr></table>		Name:	Oreck Holdings LLC	Street Address:	Highland Ridge I	Internal Address:	565 Marriott Drive, Suite 300	City:	Nashville	State/Country:	TENNESSEE	Postal Code:	37214
Name:	Oreck Holdings LLC												
Street Address:	Highland Ridge I												
Internal Address:	565 Marriott Drive, Suite 300												
City:	Nashville												
State/Country:	TENNESSEE												
Postal Code:	37214												
PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>13011500</td></tr></tbody></table>		Property Type	Number	Application Number:	13011500								
Property Type	Number												
Application Number:	13011500												
CORRESPONDENCE DATA													
Fax Number: (202)282-5100 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 202-282-5202													
Email: eanderson@winston.com													
Correspondent Name: Winston & Strawn LLP													
Address Line 1: 1700 K Street, N.W.													
Address Line 2: Pejman Sharifi, Patent Department													
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-3817													
ATTORNEY DOCKET NUMBER:	200588-28100												
NAME OF SUBMITTER:	Pejman Sharifi												
Total Attachments: 3 source=200588-28100 - Assignment#page1.tif													

CH \$40.00 13011500

501417794

PATENT  
REEL: 025700 FRAME: 0954

source=200588-28100 - Assignment#page2.tif

source=200588-28100 - Assignment#page3.tif

## ASSIGNMENT

WHEREAS,

Victor Brent McClearen and Ernest Matthew Chavana, Jr. (ASSIGNORS) are the inventors of the invention in **PORTABLE CANISTER VACUUM**, for which an application for a patent of the United States, identified by Winston & Strawn LLP Docket No. 200588-28100:

- ☒ is executed on even date herewith.
- ☒ was filed on January 21, 2011 as Application No. 13/011,500.

WHEREAS, Oreck Holdings LLC, a company having a place of business at Highland Ridge I, 565 Marriott Drive, Suite 300, Nashville, Tennessee, 37214, ASSIGNEE, is desirous of obtaining the inventor's entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to the inventor, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS have sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the invention, including any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held

and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS have this sale and assignment not been made;

And the ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And the ASSIGNORS hereby covenant and agree that they have the full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith;

And the ASSIGNORS hereby further covenant and agree that they will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And the ASSIGNORS hereby authorize the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

1-20-11  
Date

Victor B. McClearen  
Victor Brent McClearen

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me appeared Victor Brent McClearen, to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Paula S. Whitton  
Witness

1/20/11  
Date

Ernest Matthew Chavana, Jr.  
Ernest Matthew Chavana, Jr.

On this 20<sup>th</sup> day of January, 2011, before me appeared Ernest Matthew Chavana, Jr., to me known and known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

Paula S. Whitton  
Witness