

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4163324

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	01/02/2002
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WHITE CONSOLIDATED INDUSTRIES, INC.	01/02/2002
<b>NEWLY MERGED ENTITY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WHITE CONSOLIDATED, LTD.	01/02/2002
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>	
<b>Name:</b>	WHITE CONSOLIDATED, LTD.
<b>Street Address:</b>	1803 CLEVELAND PARKWAY
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44135
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7628832
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(610)407-0701
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6104070700
<b>Email:</b>	kreid@ratnerprestia.com
<b>Correspondent Name:</b>	RATNERPRESTIA
<b>Address Line 1:</b>	2200 RENAISSANCE BLVD.
<b>Address Line 2:</b>	SUITE 350
<b>Address Line 4:</b>	KING OF PRUSSIA, PENNSYLVANIA 19406
<b>ATTORNEY DOCKET NUMBER:</b>	7628832
<b>NAME OF SUBMITTER:</b>	MICHAEL P.F. PHELPS
<b>SIGNATURE:</b>	/Michael P.F. Phelps/
<b>DATE SIGNED:</b>	11/30/2016

PATENT

**Total Attachments: 6**

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**ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES**

**THIS INSTRUMENT** is effective as of the 2nd day of January, 2002 (the "Effective Date"), by and between **WHITE CONSOLIDATED INDUSTRIES, INC.**, a Delaware corporation ("WCI") and **ELECTROLUX, INC.**, a Delaware corporation.

**RECITALS:**

- (A) WCI is engaged in the U.S.A., *inter alia*, in the following businesses hereinafter collectively referred to as the "Business":
- (1) The Eureka Company Division is engaged, *inter alia*, in the business of designing, manufacturing, distributing, marketing and servicing consumer floor care products and component, replacement and service parts therefor from facilities located in Bloomington, Illinois and El Paso, Texas; and
- (2) The Beam Industries Division is engaged, *inter alia*, in the business of designing, manufacturing, distributing, marketing and servicing central vacuum cleaner systems from a facility located in Webster City, Iowa; and
- (B) WCI desires to transfer to ELECTROLUX, INC. and ELECTROLUX, INC. desires to purchase from WCI all of the assets, properties and businesses of WCI used in the Business as they exist on the Effective Date (the "Transferred Assets") subject to the assumption by ELECTROLUX, INC. of all of the liabilities and obligations of WCI with respect to the Business as they exist on and after the Effective Date (the "Assumed Liabilities"); and
- (C) WCI desires that its transfer of the Transferred Assets to ELECTROLUX, INC., qualify under section 351 of the Internal Revenue Code of 1986, as amended, as a tax-free exchange of assets for stock.

**NOW THEREFORE**, in consideration of the delivery by ELECTROLUX, INC. to WCI of 10 shares of its common stock par value \$10.00, the receipt of which is hereby acknowledged, WCI hereby conveys, assigns, transfers, and delivers, as of the Effective Date, possession to

ELECTROLUX, INC., its successors and assigns, of all of the right title, and interest of WCI in and to the Transferred Assets, including without limitation, all of the following:

- (a) Real properties consisting of land, the buildings, structures, fixtures and improvements thereon and all other appurtenances thereto located in Bloomington, IL, El Paso Texas, and Webster City, Iowa;
- (b) all inventories of products and supplies;
- (c) all machinery, equipment, chattels, vehicles, furniture, fixtures, supplies, and other tangible property;
- (d) all policies of insurance;
- (e) all leases, leasehold improvements and rental agreements;
- (f) all contracts, agreements and franchises and rights thereunder, claims, demands and choses in action;
- (g) all cash on hand and in banks, deposits, accounts and notes receivable; and
- (h) all books of account, records, papers and documents, and all other rights, assets, properties and businesses whether tangible or intangible, real, personal or mixed and wherever situated, whether or not valued or included in the financial statements or books of account of WCI;

**TO HAVE AND TO HOLD** the Transferred Assets hereby conveyed, transferred, assigned and set over, together with all rights, privileges and appurtenances with respect thereto;

And, WCI, for itself and its successors and assigns, hereby covenants with ELECTROLUX, INC., its successors and assigns, that it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, deeds, transfers, assignments, conveyances, powers of attorney and assurances as shall be reasonably required for the better assuring, and conveying to ELECTROLUX, INC., its successors and assigns, of the Transferred Assets.

ELECTROLUX, INC. hereby accepts this Instrument and the conveyance, transfer and assignment of the Transferred Assets.

ELECTROLUX, INC. hereby does assume and agree to pay and perform all of the Assumed Liabilities of every kind and nature whatsoever, known and unknown, absolute or contingent.

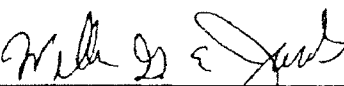
This Instrument is not intended to, and shall not result in the waiver or release of any rights which WCI may have under any insurance or indemnification contracts or agreements, and WCI agrees that it will assert any and all such rights which it may have thereunder for the account of ELECTROLUX, INC..

If any assignment or transfer of the Transferred Assets by WCI would constitute, under the provisions of any contract or agreement, a breach thereof or impair the rights thereunder of WCI, or ELECTROLUX, INC., then this Instrument shall not be construed as an assignment or transfer of such contract or agreement, and in such an event, WCI shall take all reasonable steps to obtain for ELECTROLUX, INC. all of the benefits of the same.

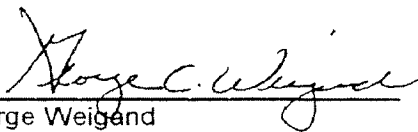
The parties hereto do not intend that the amount of the Assumed Liabilities transferred hereunder will exceed the amount of Transferred Assets. However, to the extent this occurs, adjustments to reduce the amount of Assumed Liabilities to equal the amount of the Transferred Assets may be made by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed.

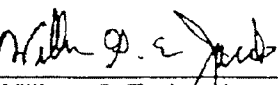
Attest:

  
 \_\_\_\_\_  
 William G.E. Jacobs  
 Assistant Secretary

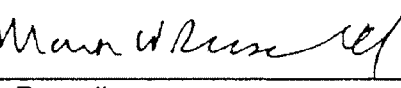
WHITE CONSOLIDATED INDUSTRIES, INC.

BY:   
 \_\_\_\_\_  
 George Weigand  
 Senior Vice President And Chief Financial Officer

Attest:

  
 \_\_\_\_\_  
 William G.E. Jacobs  
 Assistant Secretary

ELECTROLUX, INC.

BY:   
 \_\_\_\_\_  
 Mark Russell  
 Vice President-Taxes

**ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES**

THIS INSTRUMENT is effective as of the 2nd day of January, 2002 (the "Effective Date"), by and between ELECTROLUX, INC., a Delaware corporation ("EI") and WHITE CONSOLIDATED LTD., a Texas limited partnership ("WCL").

**RECITALS:**

- (A) EI is engaged in the U.S.A. in the following businesses hereinafter collectively referred to as the "Business":
- (1) The Eureka Company Division is engaged, *inter alia*, in the business of manufacturing, selling and distributing vacuum cleaners, floor care products and associated parts and accessories from a facility located in Bloomington, Illinois; and
  - (2) The Beam Industries Division is engaged, *inter alia*, in the business of manufacturing, selling and distributing central vacuum cleaning systems and associated parts and accessories from a facility located in Webster City, Iowa; and
- (B) EI desires to transfer to WCL and WCL desires to acquire from EI all of the assets, properties and businesses of EI used in the Business as they exist on the Effective Date (the "Transferred Assets") subject to the assumption by WCL of all of the liabilities and obligations of EI with respect to the Business as they exist on and after the Effective Date (the "Assumed Liabilities"); and
- (C) EI intends that the transfer of the Transferred Assets to WCL in consideration for the partnership interest granted to EI as described below will be treated as a tax-free exchange under section 721 of the Internal Revenue Code of 1986, as amended, and will be treated as effected in conjunction with the transfer of cash to WCL by Electrolux Professional, Inc. ("EPI"), on or about the same date hereof, in exchange for the general partnership interest granted to EPI pursuant to that certain

Agreement of Limited Partnership of White Consolidated Industries, Ltd. dated the 2<sup>nd</sup> of January, 2002.

**NOW THEREFORE**, in consideration of the delivery by WCL to EI of the partnership interest granted to EI pursuant to that certain Agreement of Limited Partnership of White Consolidated Industries, Ltd. the receipt of which is hereby acknowledged, EI hereby conveys, assigns, transfers, and delivers, as of the Effective Date, possession to WCL, its successors and assigns, of all of the right title, and interest of EI in and to the Transferred Assets, including without limitation, all of the following:

- (a) all real property leases;
- (b) all inventories of products and supplies;
- (c) all machinery, equipment, chattels, vehicles, furniture, fixtures, supplies, and other tangible property;
- (d) all policies of insurance;
- (e) all leases, leasehold improvements and rental agreements;
- (f) all contracts, agreements and franchises and rights thereunder, claims, demands and choses in action;
- (g) all intellectual property including all tradenames, trademarks, and patents;
- (h) all cash on hand and in banks, deposits, accounts and notes receivable; and
- (i) all books of account, records, papers and documents, and all other rights, assets, properties and businesses whether tangible or intangible, real, personal or mixed and wherever situated, whether or not valued or included in the financial statements or books of account of EI;

**TO HAVE AND TO HOLD** the Transferred Assets hereby conveyed, transferred, assigned and set over, together with all rights, privileges and appurtenances with respect thereto;

And, EI, for itself and its successors and assigns, hereby covenants with WCL, its successors and assigns, that it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, deeds, transfers, assignments,

conveyances, powers of attorney and assurances as shall be reasonably required for the better assuring, and conveying to WCL, its successors and assigns, of the Transferred Assets.

WCL hereby accepts this Instrument and the conveyance, transfer and assignment of the Transferred Assets.

WCL hereby does assume and agree to pay and perform all of the Assumed Liabilities of every kind and nature whatsoever, known and unknown, absolute or contingent.

This Instrument is not intended to, and shall not result in the waiver or release of any rights which EI may have under any insurance or indemnification contracts or agreements, and EI agrees that it will assert any and all such rights which it may have thereunder for the account of WCL.

If any assignment or transfer of the Transferred Assets by EI would constitute, under the provisions of any contract or agreement, a breach thereof or impair the rights thereunder of EI, or WCL, then this Instrument shall not be construed as an assignment or transfer of such contract or agreement, and in such an event, EI shall take all reasonable steps to obtain for WCL all of the benefits of the same.

The parties hereto do not intend that the amount of the Assumed Liabilities transferred hereunder will exceed the amount of Transferred Assets. However, to the extent this occurs, adjustments to reduce the amount of Assumed Liabilities to equal the amount of the Transferred Assets may be made by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed.

Attest:

ELECTROLUX, INC.

By: William G.E. Jacobs  
William G.E. Jacobs  
Assistant Secretary

By: George C. Weigand  
George C. Weigand  
President

Attest:

WHITE CONSOLIDATED, LTD.

By: George Hawranko  
George Hawranko  
Assistant Secretary

By: Mark Russell  
Mark Russell  
Vice President