

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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TRADEMARK
REEL: 002984 FRAME: 0159

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph D. Lewis

11/17/04

Name of Person Signing

Signature

Date Signed

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK 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 trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks") and any and all goodwill associated with the Marks;

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. each of the Marks;
2. all common law rights appurtenant to the Marks;
3. the goodwill of the business symbolized by and associated with the Marks; and
4. all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claim by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Marks or violations of the licenses of the Marks.

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 Marks by the Sellers to the Buyer pursuant to the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be duly authorized and executed as of the date hereof.

Playtex Products, Inc.


By: _____
Name:
Title:

BISSELL Homecare, Inc.

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

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be duly authorized and executed as of the date hereof.

Playtex Products, Inc.

By: 
Name:
Title:

BISSELL Homecare, Inc.

By: _____
Mark J. Bissell
President and Chief Executive Officer

SCHEDULE 1
TRADEMARKS AND SERVICE MARKS

Trademarks

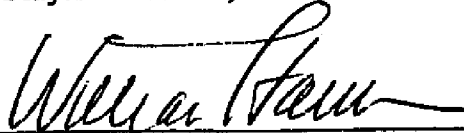
Trademark	Registration No.	Registration Date	Country
FIBRAPURE	2643841	10/29/2002	USA
HEAVY TRAFFIC	2093758	9/2/1997	USA
OXY DEEP	2787316	11/25/2003	USA
PHEROBLOC	2635896	10/15/2002	USA
POWER SHOT	2644348	10/29/2002	USA
STAIN SOLUTIONS	2182684	8/18/1998	USA
PHEROBLOC	TMA0554877	12/3/2001	CA

Trademark Applications

Trademark	Application No.	Filing Date	Country
DEEP CLEANS WITH CARE	76-064269	6/6/2000	USA
POWER BURST	CA111928800	10/23/2001	CA
POWER SHOT	CA112001300	10/31/2001	CA
PRO SHOT	CA112091600	11/2/2001	CA
SPOT & STAIN	CA089542700	11/4/1998	CA
STAIN DEFENSE	78464217	8/9/2004	USA

STATE OF Connecticut)
 : ss.:
COUNTY OF Fairfield)

On this 2nd 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**