## Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT  |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the erroneous association of the listed marks and to remove them from the document previously recorded on Reel 000822 Frame 0525. Assignor(s) hereby confirms the Continuing Security Interest was incorrectly recorded against the listed marks. |  |

#### **CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type           |
|-------------------------|----------|----------------|-----------------------|
| Melnor Industries, Inc. |          | 09/23/1991     | CORPORATION: DELAWARE |

#### RECEIVING PARTY DATA

| Name:           | Heller Financial, Inc. |  |
|-----------------|------------------------|--|
| Street Address: | 101 Park Avenue        |  |
| City:           | New York               |  |
| State/Country:  | NEW YORK               |  |
| Postal Code:    | 10178                  |  |
| Entity Type:    | CORPORATION: DELAWARE  |  |

#### PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 1129204 | AQUA-QUEEN |

#### **CORRESPONDENCE DATA**

Fax Number: (901)577-4257

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (901) 577-2180

Email: vjohnson@bakerdonelson.com

Correspondent Name: Valerie Walsh Johnson, Esq.

Address Line 1: 165 Madison Avenue, Suite 2000

Address Line 2: c/o Baker, Donelson, Bearman, et al.

Address Line 4: Memphis, TENNESSEE 38103

| ATTORNEY DOCKET NUMBER: | 2786300-000001 (CORRECT)    |
|-------------------------|-----------------------------|
| NAME OF SUBMITTER:      | Valerie Walsh Johnson, Esq. |

TRADEMARK REEL: 003303 FRAME: 0001

900048255

.H \$40,00

| Signature:                          | /valerie walsh johnson/ |
|-------------------------------------|-------------------------|
| Date:                               | 05/04/2006              |
| Total Attachments: 41               |                         |
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## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 05/02/2006 900048037

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the erroneous association of the listed marks and to delete them from the document previously recorded on Reel 000822 Frame 0525. Assignor(s) hereby confirms the Continuing Security Interest was incorrectly recorded against the listed marks.

#### **CONVEYING PARTY DATA**

| Name                    | Formerly | Execution Date | Entity Type           |
|-------------------------|----------|----------------|-----------------------|
| Melnor Industries, Inc. |          | 09/23/1991     | CORPORATION: DELAWARE |
| JE JOST GOTTON: DELAVAN |          |                | DELAWARE              |

#### RECEIVING PARTY DATA

| Name:           | Heller Financial, Inc. |
|-----------------|------------------------|
| Street Address: | 101 Park Avenue        |
| City:           | New York               |
| State/Country:  | NEW YORK               |
| Postal Code:    | 10178                  |
| Entity Type:    | CORPORATION: DELAWARE  |
|                 |                        |

#### PROPERTY NUMBERS Total: 38

| Property Type  | Number   | Word Mark                      |
|----------------|----------|--------------------------------|
| Serial Number: | 72196197 | HUNTER                         |
| Serial Number: | 73258750 | CASBAH                         |
| Serial Number: | 73335826 |                                |
| Serial Number: | 73335827 | COMFORT BREEZE                 |
| Serial Number: | 73547163 | HUNTER                         |
| Serial Number: | 73547164 | CARLTON                        |
| Serial Number: | 73547525 | THE ORIGINAL HUNTER SINCE 1886 |
| Serial Number: | 73547566 | HUNTER SINCE 1886              |
| Serial Number: | 73547568 | HUNTER                         |
| Serial Number: | 73569863 | HUNTER                         |
| Serial Number: | 73574789 | LOW PROFILE                    |
| Serial Number: | 73574891 | STUDIO SERIES                  |
|                |          |                                |

| Serial Number: | 73598365 | BIARRITZ                    |
|----------------|----------|-----------------------------|
| Serial Number: | 73611320 |                             |
| Serial Number: | 73692063 | HUNTER                      |
| Serial Number: | 73702934 | HUNTER                      |
| Serial Number: | 73771016 | KENROY HALOGEMS             |
| Serial Number: | 73774869 | DESIGNER'S CHOICE STAINLESS |
| Serial Number: | 73780227 | INSTALLER'S CHOICE          |
| Serial Number: | 73780236 | ENERGY MONITOR II PLUS      |
| Serial Number: | 73780237 | ENERGY MONITOR I            |
| Serial Number: | 73780239 | ENERGY MONITOR AC           |
| Serial Number: | 73780252 | ENERGY MONITOR              |
| Serial Number: | 73780365 | ORIGINAL                    |
| Serial Number: | 73829325 | SWITCH BLADES               |
| Serial Number: | 74046265 | INNOVA                      |
| Serial Number: | 74046266 | PREFERRED EDITION           |
| Serial Number: | 74046267 | LEGEND                      |
| Serial Number: | 74046268 | SALON COLLECTION            |
| Serial Number: | 74046269 | LEGACY                      |
| Serial Number: | 74046270 | JUST RIGHT                  |
| Serial Number: | 74046273 | INTEGRA                     |
| Serial Number: | 74046274 | SPECTRUM                    |
| Serial Number: | 74046275 | HM INTERNATIONAL            |
| Serial Number: | 74074283 | EXCALIBUR                   |
| Serial Number: | 74079491 | R                           |
| Serial Number: | 74079494 | ROYALYTE                    |
| Serial Number: | 74115704 | CABANA                      |

#### **CORRESPONDENCE DATA**

Fax Number:

(901)577-4257

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

(901) 577-2180

Email: Correspondent Name:

vjohnson@bakerdonelson.com

Address Line 1:

Valerie Walsh Johnson, Esq.

Address Line 2:

165 Madison Avenue, Suite 2000

c/o Baker, Donelson, Bearman, et al.

Address Line 4:

Memphis, TENNESSEE 38103

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|--|---------------------------------|--|--|
| ATTORNEY DOCKET NUMBER:  | 2786300-000001 (IP03)           |  |  |
| NAME OF SUBMITTER:   | Valerie Walsh Johnson, Esq.     |  |  |
| Signature:   | /valerie walsh johnson/         |  |  |
| Date:  | 05/02/2006                      |  |  |
| Total Attachments: 35 source=assignment correction#page1.tif source=assignment correction#page2.tif source=assignment correction#page3.tif source=assignment correction#page4.tif source=assignment correction#page5.tif source=assignment correction#page6.tif source=assignment correction#page7.tif source=assignment correction#page8.tif source=assignment correction#page9.tif source=assignment correction#page10.tif source=assignment correction#page11.tif source=assignment correction#page13.tif source=assignment correction#page13.tif source=assignment correction#page15.tif source=assignment correction#page15.tif source=assignment correction#page16.tif source=assignment correction#page17.tif source=assignment correction#page18.tif source=assignment correction#page19.tif source=assignment correction#page20.tif source=assignment correction#page20.tif |                                 |  |  |

| Farm Pro version  | 2-21-2005  |
|---|--|
| 11.01   | J.S. DEPARTMENT OF COMMER 1 States Patent and Trademark Of   |
|   | Please record the attached documents or the new address(es) below.   |
| Name of conveying party(ies):     Melnor industries, inc.   | 2. Name and address of receiving party(les)  Additional names, addresses, or citizenship attached?   |
| Individual(s) Association General Partnership Limited Partnership Corporation- State: Delaware Other                      | Name: Heller Financial, inc. Internal Address: Street Address: 101 Park Avenue City: New York  |
| Citizenship (see guidelines)  |  |
| Additional names of conveying parties attached? Yes   |  |
| Nature of conveyance )/Execution Date(s):  Execution Date(s)  | General Partnership Citizenship Limited Partnership Citizenship  |
| Assignment  | Corporation Citizenship Delaware  Citizenship  If assignee is not domicited in the United States, a domestic representative designation is attached:  Yes No |
| C. Identification or Description of Trademark(s) (and Filin   | Additional sheet(s) attached?   Yes No No Date if Application or Registration Number is unknown):  |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: Valerie Walsh Johnson, Esq. | 6. Total number of applications and registrations involved: 83   |
| nternal Address:  | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 0.00   |
| Street Address: 165 Madison Avenue, Suite 2000<br>c/o Baker, Donelson, Bearman, Caldwell & Berkowitz, PC                  | Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed   |
| ity: Memphis  | 8. Payment Information:  |
| tate: <u>TN</u> Zip: <u>38103</u><br>hone Number: <u>(901) 577-2180</u>   | a. Credit Card Last 4 Numbers = 5  |
| ax Number: (901) 577-4257   | b. Deposit Account Number  |
| mail Address: yorknson@bakertonelson.com  | Authorized User Name   |
| Signature:  Valence Walsh Johnson, Esq.  Name of Reman Signature  | December 1 2005 20  Date  Total number of pages including over sheet, attachments, and document 32   |
| Name of Person Signing  | sheet, attachments, and document: 32   |

Documents to be recorded (including cover sheet) should be fexed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment to Recordation Cover Sheet

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the recorded Security Interest by disassociating the marks erroneously recorded by the PTO therein and

previously recorded on Reel 000822 Frame 0525.

PROPERTY NUMBERS Total: 38

| Property Type  | Number   | Word Mark                      |
|----------------|----------|--------------------------------|
| Serial Number: | 72196197 | HUNTER                         |
| Serial Number: | 73258750 | CASBAH                         |
| Serial Number: | 73335826 |                                |
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| Serial Number: | 73547163 | HUNTER                         |
| Serial Number: | 73547164 | CARLTON                        |
| Serial Number: | 73547525 | THE ORIGINAL HUNTER SINCE 1886 |
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| Serial Number: | 73547568 | HUNTER                         |
| Serial Number: | 73569863 | HUNTER                         |
| Serial Number: | 73574789 | LOW PROFILE                    |
| Serial Number: | 73574891 | STUDIO SERIES                  |
| Serial Number: | 73598365 | BIARRITZ                       |
| Serial Number: | 73611320 |                                |
| Serial Number: | 73692063 | HUNTER                         |
| Serial Number: | 73702934 | HUNTER                         |
| Serial Number: | 73771016 | KENROY HALOGEMS                |
| Serial Number: | 73774869 | DESIGNER'S CHOICE STAINLESS    |
| Serial Number: | 73780227 | INSTALLER'S CHOICE             |
| Serial Number: | 73780236 | ENERGY MONITOR II PLUS         |
| Serial Number: | 73780237 | ENERGY MONITOR I               |
| Serial Number: | 73780239 | ENERGY MONITOR AC              |
| Serial Number: | 73780252 | ENERGY MONITOR                 |
| Serial Number: | 73780365 | ORIGINAL                       |
| erial Number:  | 73829325 | SWITCH BLADES                  |
| erial Number:  | 74046265 | INNOVA                         |

## Attachment to Recordation Cover Sheet

| Property Type  | Number   | Word Mark         |
|----------------|----------|-------------------|
| Serial Number: | 74046265 | INNOVA            |
| Serial Number: | 74046266 | PREFERRED EDITION |
| Serial Number: | 74046267 | LEGEND            |
| Serial Number: | 74046268 | SALON COLLECTION  |
| Serial Number: | 74046269 | LEGACY            |
| Serial Number: | 74046270 | JUST RIGHT        |
| Serial Number: | 74046273 | INTEGRA           |
| Serial Number: | 74046274 | SPECTRUM          |
| Serial Number: | 74046275 | HM INTERNATIONAL  |
| Serial Number: | 74074283 | EXCALIBUR         |
| Serial Number: | 74079491 | R                 |
| Serial Number: | 74079494 | ROYALYTE          |
| Serial Number: | 74115704 | CABANA            |

|   |   | المنطقة المنطقة<br>المنطقة المنطقة المنطق | •                                 |             |
|---|---|---|-----------------------------------|-------------|
|   | Hon. Commissioner<br>and Trademarks<br>October 11, 1991<br>Page 2 | of Patents  | •                                 |             |
| • | 01-09-90  | 1,577,130   | Energy Monitor                    |             |
|   | 01-16-90  | 1,578,396   | Energy Monitor AC                 |             |
| • | 01-16-90  | 1,578,395   | Energy Monitor I                  |             |
| • | 01-16-90  | 1,578,851   | Energy Monitor II                 |             |
|   | 05-16-65  | 786,814   | Hunter                            |             |
|   | 02-04-86  | 1,381,169   | Bunter                            |             |
|   | 07-29-86  | 1,403,033   | Hunter                            |             |
|   | 04-01-86  | 1,388,231   | Hunter/                           |             |
|   | 10-04-88  | 1,507,010   | Hunter                            |             |
|   | 10-04-88  | 1,507,014   | Hunter                            |             |
|   | 04-01-86  | 1,388,230   | Hunter<br>Since 1886              | S C III     |
|   | 08-19-86  | 1,405,713   | Low Profile                       | Š           |
|   | . 09-22-87  | 1,458,213   | Misc. Design<br>(1886 Limited Ed) | 95 MAR / 40 |
|   | 05-31-83  | 1,240,160   | - Misc. Fan Design                | C<br>t      |
|   | 04-01-86 :  | 1,388,229.  | Orig.Hunter<br>Since 1886         |             |
|   | 08-19-86  | 1,405,714   | Studio Series /                   |             |
|   | 10-17-89  | 1,560,731   | Installer's Choice '              |             |
|   | 08-14-90  | 1,609,669   | Original                          | 0 1         |
|   | 09-12-89  | 1,555,666   | Kenroy Halogems                   | 1ARP        |
|   | 02-26-91  | 1,636,071   | Switchblades                      | E-MARK      |
|   | 01-15-80  | 1,129,204   | Aqua-Queen                        | `           |
|   | 09-17-57  | 651,745   | Cold Steam                        |             |
|   | 12-26-78  | 1,110,055   | Gentle Rain                       |             |
|   | 11-07-78  | 1,105,574   | Mansion                           | 4           |

| 11-06-73 972, 05-18-82 1,195, 07-12-83 1,245, 02-12-80 1,130, 06-26-79 1,120, 12-12-78 1,108, 11-07-78 1,105, 08-25-59 683, 12-17-74 999, 06-24-74 986, 11-16-82 1,216, 10-06-81 1,172, 10-29-74 996, 01-03-61 709, 10-27-81 1,175, 12-19-78 1,109,   | ,420<br>,670<br>,629<br>,598    | Melnor(& design) Melnor(& design) Melnor's Aqua Gun Power Flush Pre-vent Quick Fix Rancher |                                    |
|---|---------------------------------|--|------------------------------------|
| and Trademarks October 11, 1991 Page 3  11-27-79 1,126, 11-30-79 1,218, 12-18-56 638, 11-06-73 972, 05-18-82 1,195, 07-12-83 02-12-80 1,130, 06-26-79 1,120, 12-12-78 1,108, 11-07-78 1,105, 08-25-59 683, 12-17-74 999, 06-24-74 11-16-82 1,216, 10-06-81 1,172, 10-29-74 996, 01-03-61 10-27-81 1,109,2   | ,420<br>,670<br>,629<br>,598    | Melnor(& design) Melnor's Aqua Gun Power Flush Pre-vent Quick Fix                          |                                    |
| 11-30-79  | ,420<br>,670<br>,629<br>,598    | Melnor(& design) Melnor's Aqua Gun Power Flush Pre-vent Quick Fix                          |                                    |
| 11-30-79  | ,420<br>,670<br>,629<br>,598    | Melnor(& design) Melnor's Aqua Gun Power Flush Pre-vent Quick Fix                          |                                    |
| 12-18-56 638, 11-06-73 972, 05-18-82 1,195, 07-12-83 1,245, 02-12-80 1,130, 06-26-79 1,120, 12-12-78 1,108, 11-07-78 1,105, 08-25-59 683, 12-17-74 999, 06-24-74 986, 11-16-82 1,216, 10-06-81 1,172, 10-29-74 996, 01-03-61 709,3 12-19-78 1,109,3   | ,670<br>,629<br>,598<br>,677    | Melnor's Aqua Gun Power Flush Pre-vent Quick Fix   |                                    |
| 11-06-73 972, 05-18-82 1,195, 07-12-83 1,245, 02-12-80 1,130, 06-26-79 1,120, 12-12-78 1,108, 11-07-78 1,105, 08-25-59 683, 12-17-74 999, 06-24-74 986, 11-16-82 1,216, 10-06-81 1,172, 10-29-74 996, 01-03-61 709, 10-27-81 1,175,0  | ,629<br>,598<br>,677            | Power Flush  Pre-vent  Quick Fix   |                                    |
| 05-18-82 / 1,195, 07-12-83  | ,598<br>,677                    | Pre-vent Quick Fix   |                                    |
| 07-12-83       1,245,         02-12-80       1,130,         06-26-79       1,120,         12-12-78       1,108,         11-07-78       1,105,         08-25-59       683,         12-17-74       999,         06-24-74       986,         11-16-82       1,216,         10-06-81       1,172,         10-29-74       996,         01-03-61       709,         10-27-81       1,175,         12-19-78       1,109, | ,677                            | Quick Fix  |                                    |
| 02-12-80 1,130, 06-26-79 1,120, 12-12-78 1,108, 11-07-78 1,105, 08-25-59 683, 12-17-74 999, 06-24-74 986, 11-16-82 1,216, 10-06-81 1,172, 10-29-74 996, 01-03-61 709,3 10-27-81 1,175,0   |                                 |  |                                    |
| 06-26-79       1,120,         12-12-78       1,108,         11-07-78       1,105,         08-25-59       683,         12-17-74       999,         06-24-74       986,         11-16-82       1,216,         10-06-81       1,172,         10-29-74       996,         01-03-61       709,         10-27-81       1,175,         12-19-78       1,109,   | , 404                           | KARCRAY  |                                    |
| 12-12-78 1,108, 11-07-78 1,105, 08-25-59 683, 12-17-74 999, 06-24-74 986, 11-16-82 1,216, 10-06-81 1,172, 10-29-74  | -                               | Spray Safe   |                                    |
| 08-25-59 683,  12-17-74 999,  06-24-74 986,  11-16-82 1,216,  10-06-81 1,172,  10-29-74 996,  01-03-61 709,  10-27-81 1,175,  12-19-78 1,109,   |                                 | Squeeze N' Water   |                                    |
| 12-17-74 999, 06-24-74 986, 11-16-82 1,216, 10-06-81 1,172, 10-29-74 996, 01-03-61 709, 10-27-81 1,175,6  | ,577                            | Suburban   |                                    |
| 06-24-74 986,<br>11-16-82 1,216,<br>10-06-81 1,172,<br>10-29-74 996,<br>01-03-61 709,<br>10-27-81 1,175,6<br>12-19-78 1,109,2   | ,895                            | Superain   | MI 5895                            |
| 11-16-82 1,216, 10-06-81 1,172, 10-29-74  996, 01-03-61 709, 10-27-81 1,175,0 12-19-78 1,109,2  | , 433                           | Super Wal-Tabs   | 89                                 |
| 10-06-81 1,172,<br>10-29-74 / 996,<br>01-03-61 709,<br>10-27-81 1,175,0<br>12-19-78 1,109,2   | 767                             | Sway N' Spray  | 5                                  |
| 10-29-74 / 996,9<br>01-03-61 709,3<br>10-27-81 1,175,0<br>12-19-78 1,109,2  | 536                             | Time-A-Matic   | RAM 7 4                            |
| 01-03-61 709,:<br>10-27-81 1,175,0<br>12-19-78 1,109,:  | 328                             | Time-A-Matic   |                                    |
| 10-27-81 1,175,0  | 949                             | Travel-Matic   | •                                  |
| 12-19-78 1,109,2  | 351                             | Walton   |                                    |
| 12-19-78, 1,109,2   |                                 | Walton O   |                                    |
| 2,200,0   | 053                             | marrou finality BA   | 08;<br>RAD                         |
| ULTIDESS 1 170 4  |                                 | Walton Quality By<br>Design  |                                    |
| _,  | 279                             | Waltonaire /   | E-MA                               |
|   | 279<br>205                      | Waltonaire /   | 0822 MMIS                          |
| 12-12-76 1,049,9  | 279<br>205<br>896               | Waltonaire / Waltronic Wave-Master   | 0822 MANI <b>527</b><br>TRADE-MARK |
| 01-10-56 618,8  | 279<br>205<br>896<br>462        | Waltonaire / Waltronic Wave-Master Jet Stream  | 22 MAR <b>527</b><br>E-MARK        |
| 01-03-67 821,4  | 279<br>205<br>896<br>462<br>999 | Waltonaire / Waltronic Wave-Master   | 22 MANE <b>527</b><br>E-MARK       |

| Hon. Commiss<br>and Trades |      | Οť | Patents |
|----------------------------|------|----|---------|
| October 11,<br>Page 4      | 1991 |    |         |

| 12-27-55   | 618,093   | Everain (and design) |
|------------|-----------|----------------------|
| 08-16-66   | 812,846   | M (and design)       |
| 05-29-56   | 627,619   | Swing N'Spray        |
| . 08-05-86 | 1,404,089 | Aqua-Gauge           |
| 08-15-89   | 1,551,973 | Spray Guard          |
| 01-02-90   | 1,574,252 | Super Glo            |

#### PENDING TRADEMARK APPLICATIONS:

| Application Number | Trademark              | Application Date                         |              |
|--------------------|------------------------|--|--------------|
| 73/780,236         | Energy Monitor II Plus | 02-13-89 '                               | <b>KEI</b> 5 |
| 74/046,275         | HM International       | 04-03-90                                 | 68           |
| 74/046,265         | Innova '               | 04-03-90 <b>`</b>                        | S            |
| 74/046,273         | Integra                | 04-03-901                                | FRANC7 42    |
| 74/046,270         | Just Right             | · - 04-03-90 ·                           | 42           |
| 74/046,269         | Legacy                 | 04-03-90 ′                               |              |
| 74/046,267         | Legend                 | 04-03-90 ′                               |              |
| 74/046,266         | Preferred Edition      | 04-03-90                                 | #160         |
| 74/046;268         | Salon Collection       | 04-03-90 로                               | 0            |
| 74/046,274         | Spectrum               | 04-03-90 TRADE-NARE<br>04-03-90 O7-18-90 | 822          |
| 74/079,494         | Royalyte               | 07-18-90 / A                             |              |
| 74/079,491         | Royalyte "R" Design .  | ₹<br>07 <b>-</b> 18-90                   | FB.N.528     |
| 74/074,283         | Excalibur              | 06-29-90                                 | 00           |
| 74/115,704         | Cabana                 | 11-15-90                                 |              |
| 74/046,272         | Reel Barrow            | 04-03-90                                 |              |
|                    |                        |  |              |

|  |               |         |                |                       | e processor se    |           |                     |
|--|---------------|---------|----------------|-----------------------|-------------------|-----------|---------------------|
| Hon. Commissioner  | of Patents    | • • • • | **             |                       |                   |           |                     |
| and Trademarks<br>October 11, 1991<br>Page 5   |               | ı       |                | •                     | •                 |           |                     |
| 74/046,271   | Reel Tote     |         |                | 04                    | 1-03-90           |           |                     |
| 74/109,728   | Point 'N      | Spray   |                | 10                    | )-26-90           |           |                     |
| 74/154,986   | Reelmount     | (and D  | esign)         | . 04                  | -08-91 ′          |           |                     |
| 74/162,634   | Hose Mind     | er (and | Design)        | 05                    | i-01-91,′         |           |                     |
| 74/192,568   | Snap-It       |         |                | 08                    | -05-91 ′          |           |                     |
| 74/192,569   | Reelcart      | (and De | sign)          | . 08                  | -05-91 ,          |           |                     |
|  | 188VI         | ED PATE | NTS:           |                       |                   |           |                     |
| <u>Title</u>   |               |         | Patent<br>mber | Date<br><u>Grante</u> | <u>d</u>          |           |                     |
| Pitch Adjustment f<br>of Ceiling Fans  | or Blades     | 4,3     | 396,352        | 08/02/8               | 3 <sup>/</sup> .  | •         | <b>20</b>           |
| Ceiling Fan Blade  | Isolation     | , 4,5   | 311,310        | 04/16/8               | 5 1               |           | 583                 |
| Ceiling Fan Outlet   | Box Support   | 4,5     | 13,994         | 04/30/8               | 5 <sup>//</sup> . |           | 35                  |
| Window A/C Unit ha<br>a Built-In Program<br>Thermostat with Re<br>Temperature Sénsor | mable<br>mote | 5,0     | 112,973        | 05/07/9               | 1 /               |           | 895 FAME7 43        |
| (continuation in p   | art of        |         |                |                       |                   |           | ω                   |
| Temperature Recove<br>Display Device for<br>Electronic Program<br>Thermostat         | an            | 4,8     | 81,686         | 11/21/89              | <b>;</b>          | TRA       | 8 0 TH              |
| Temperature Recove<br>System for Electron<br>Programmable<br>Thermostat              | nic           | 4,9     | 11,358         | 03/27/90              | )                 | RADE-MARK | 0822 BAH <b>529</b> |
| Ceiling Fan Cover  | Plate         | Des. 2  | 62,570         | 01/05/82              | <b>:</b>          |           | 29                  |
| Ceiling Fan Cover  |               | Des. 2  | 67,196         | 12/07/82              | !                 |           | and the second      |
| Ceiling Fan Cover  | Plate         | Des. 2  | 67,195         | 12/07/82              | ;                 |           |                     |

| Hon. Commissioner of Patents<br>and Trademarks<br>October 11, 1991<br>Page 6                       |              |             |                |
|--|--------------|-------------|----------------|
| 1886 Limited Edition   | Des. 297,456 | 08/30/88    | •              |
| Electronic Programmable Thermostat   | Des. 317,267 | 06/04/91 :  |                |
| Window Air Conditioner<br>Thermostat with<br>Remote Sensor   | Des. 317,875 | 07/02/91    |                |
| Front Panel and Sides of<br>an Electronic Thermostat<br>for a Programmable<br>Rcom Air Conditioner | Des. 319,595 |             |                |
| Pop-up Sprinkler   | 3,791,581    | 02/12/74 '  |                |
| Gun-Type Fluid Control Device  | 3,888,421    | 06/10/75    |                |
| Humidifier Assembly  | 4,056,582    | 11/01/78    | · ·            |
| Sprinkler Adapted for<br>Attachment to the Ground  | 3,994,441    | 11/30/76    | (              |
| Hose Reel-Cart   | 4,137,939    | 02/06/79    |                |
| Arm/Rotor Hub Assembly   | 4,193,549    | 03/18/80 ·  |                |
| Compressed Air Sprayer   | 4,192,464    | 03/11/80 .  |                |
| Speed Slip on Hose Coupler   | 4,216,982    | 08/12/80    |                |
| Device for Controlling the Flow of Fluid (Re-examined)   | B1 4,335,852 | 06/22/82 :, | # '            |
| Vent Damper with Emergency<br>Manual Override  | . 4,389,014  | 06/21/83    | <b>5</b> 5 - 1 |
| Fluid Dispenser  | 4,534,512    | 08/13/85    | <b>A</b>       |
| Pulsating Sprinkler  | 4,497,441    | 02/05/85    | DE-MARK        |
| Programmable Time Varying<br>Control System & Method   | 4,071,745    | 01/31/78    |                |
| Programmable Time Varying<br>Control System & Method   | 4,200,910    | 04/29/80    |                |
| Programmable Time Varying<br>Control System & Method   | 4,771,392    | 09/13/88    |                |

| Hon. Commissioner of Patents<br>and Trademarks<br>October 11, 1991<br>Page 7 |              |           |                                   |
|--|--------------|-----------|-----------------------------------|
| Readily Assemblable<br>Oscillating Sprinkler                                 | 4,721,248    | 01/26/88  |                                   |
| Aspiration-type Sprayer (Spray Safe*)  | 4,736,891    | 04/12/88  |                                   |
| Aspiration-type Sprayer (Spray Guard®)                                       | 4,750,674    | 06/14/88  | •                                 |
| Aspiration-type Sprayer with Improved Safety Feature                         | 4,826,085    | -05/02/89 |                                   |
| Fountain Brush Assembly  | 4,961,662    | 10/09/90  |                                   |
| Programmable Time Varying<br>Control System & Method                         | 4,967,382    | 10/30/90  |                                   |
| Pulsating Sprinkler  | 4,978,070    | 12/18/90  | , ee                              |
| Aspiration-type Sprayer  | 5,007,588    | 04/16/91  | 5                                 |
| Sprinkler  | Des. 244,936 | 07/05/77  | 58                                |
| Spray Wand   | Des. 257,537 | 11/18/80  | 95                                |
| Compressed Air Sprayer<br>Tank   | Des. 258,461 | 03/03/81  | 895 FRANC 7 45                    |
| Sprinkler Control Valve  | Des. 263,069 | 02/16/82  | t <sub>2</sub>                    |
| Water Sprinkler Base   | Des. 263,868 | 04/13/82  |                                   |
| Hose Coupling  | Des. 265,418 | 07/13/82  |                                   |
| Pulsator Head for<br>Sprinkler (Metal)                                       | Des. 275,595 | 09/18/84  | TR.                               |
| Pulsator Head for<br>Sprinkler (Plastic)                                     | Des. 276,174 | 10/30/84  | 0822 RAW <b>531</b><br>TRAOE-MARK |
| Base for Rotary Sprinkler  | Des. 285,240 | 08/19/86  | ARK                               |
| Spray Tube Driving End<br>for an Oscillating Sprinkler                       | Des. 296,231 | 06/14/88  | <u> </u>                          |
| Spray Tube Supporting End  | Des. 296,230 | 06/14/88  |                                   |

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| and Trader<br>October 11,<br>Page 8 |        |    |         |

| Aspiration Sprayer (for Insecticides) | Des. | 298,848 | 12/06/88 |
|---------------------------------------|------|---------|----------|
| Aspiration Sprayer                    | Des. | 300,170 | 03/07/89 |

#### PENDING PATENT APPLICATIONS:

| Title -  | Application<br>Serial No. | Piling<br>Date |           |           |
|--|---------------------------|----------------|-----------|-----------|
| Ceiling Fan (Colonial Collection   | n) 193,645                | 05/13/88       |           |           |
| Ceiling Fan  | 193,637                   | 05/13/88       |           |           |
| Electronic Programmable Thermostat for Room Air Conditioning Unit                                    | 239,273                   | 09/01/88       |           |           |
| Electronic Programmable Thermostat for Heating and Cooling System with Oscillation Control Mechanism | 256,986                   | 10/13/88       | C<br>C    | 68533     |
| Ceiling Fan (Modern)   | 497,334                   | 01/15/90       | (         | ハ<br>家    |
| Light Fixture For A Ceiling Fan  | 504,275                   | 04/03/90       | -         | FRAME 7 L |
| Fan Blade  | 548,079                   | 07/05/90       | 4         | 7         |
| Ceiling Fan Blade  | 595,380                   | 10/10/90       |           |           |
| Ceiling Fan  | 621,568                   | 11/30/90       |           | 200       |
| Ceiling Fan (Spectrum)   | 655,891                   | 02/11/91       | TR        | 0         |
| Hose Reel Cart   | 508,916                   | 04/12/90       | ADE-      | 822       |
| Spray Gun<br>(Point N' Spray*)   | 675,138                   | 03/26/91       | RADE-MARK | FRANK 532 |
| Spray Gun Design<br>(Point N¹ Spray™)  | 675,468                   | 03/26/91       |           | 32        |

Hon. Commissioner of Patents and Trademarks October 11, 1991 Page 9

- 2. Assignment of U.S. Trademarks of Hunter Fan Company to Melnor Industries, Inc. Please record this assignment against each of the trademark registrations and pending applications listed in Schedule "A" attached thereto. Please note that the pending application listed in Schedule "A" for the mark "Reelcart" has been assigned Serial No. 74/192,569 (application date 08/05/91).
- 3. Assignment of U.S. Patent Rights of Hunter Fan Company to Melnor Industries, Inc. --Piease-record this assignment against each of the issued patents and pending applications listed in Schedule "A" attached thereto.
- 4. Assignment of Security Interest in Patents, Trademarks, Copyrights and Licenses by Hunter Fan Company to Heller Financial, Inc. Please record this assignment against the issued patents and pending patent applications listed in Schedule "A" attached thereto, and the trademark registrations and pending trademark applications in Schedule "C" attached thereto.
- 5. Assignment of Security Interest in Patents, Trademarks, Copyrights and Licenses by Melnor Industries to Heller Financial, Inc. Please record this assignment against the patents and pending patent applications listed in Schedule "A" attached thereto, and the trademark registrations and pending trademark applications listed in Schedule "C" attached thereto. Please note that the pending trademark application listed in Schedule "C" for the mark "Reelcart" has been assigned Serial No. 74/192,569 (application date 08/05/91).

Please issue a receipt for each of these documents.

A check in the amount of \$2,856.00 is attached hereto in payment of the fees associated with recording each of the above documents. Please charge any shortage or credit any overage to our deposit account no. 08-1629.

Please return the originals of each of these documents to me once they have been recorded.

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Hon. Commissioner of Patents and Trademarks October 11, 1991 Page 10

Thank you for your assistance.

Sincerely

Scott K. Haighty

Date: October 11, 1991

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#### CONTINUING SECURITY INTEREST AND CONDITIONAL ASSIGNMENT OF PATENTS, TRADEMARKS. COPYRIGHTS AND LICENSES

CONTINUING SECURITY INTEREST AND CONDITIONAL THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (the "Agreement") is made as of this Bid day of September, 1991, by and between Melnor Industries, Inc., a Delaware corporation (the "Assignor"), and Heller Pinancial, Inc., as Agent (the "Agent") for itself and the Lenders.

#### WITNESSETH:

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith among the Agent, the financial institutions signatory thereto (the "Lenders") and the Assignor (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and certain other Financing Agreements, the Lenders have agreed to make certain revolving and term loans to the Assignor in an aggregate principal amount originally contemplated not to exceed \$24,000,000; and

WHEREAS, pursuant to the Credit Agreement the Assignor grants to the Agent, on behalf of itself and the Lenders, a security interest in all of the Assignor's assets, including without limitation its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows

- 1. Incorporation of Credit Agreement: Credit Agreement
  Definitions. The Credit Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.
- 2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to the Agent, on behalf of itself and the Henders, a continuing security interest, as and by way of a first mortgage and security interest having priority over all other security interests, in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

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- (a) United States patents and patent applications, including without limitation the inventions and improvements described and claimed in the Credit Agreement, and those patents listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations in part, extensions and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States patents and patent applications, including without limitation damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing United States patents and patent applications are sometimes hereinafter individually and/or collectively referred to as the "Patents");
- (b) United States copyrights and copyright registrations, including without limitation the copyright registrations and applications described and claimed in the Credit Agreement and listed on Schedule B attached hereto and made a part hereof, and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States copyrights, including without limitation damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing United States copyrights are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");
- (c) United States trademarks, tradenames, service marks, trademark registrations, and trademark applications, including without limitation the trademarks and applications listed on Schedule C attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including without limitation damages and payments for past, present and future infringements thereof against third parties and the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, trademarks, service marks, trademark registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (d) any license agreement in which the Assignor is or becomes licensed to use a Patent, Copyright, Trademark or the know how of any other Person, including without limitation the license agreements listed on <u>Schedules A</u>,

B and C attached hereto and made a part hereof (all the foregoing are referred to as the "Licenses"); and

- (e) the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.
- 3. Assignment of Patents. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's obligations under the Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to all Patents and all of the Assignor's business forms and other paper products, work in process and raw materials, covered by any United States letters patent, and any renewal, reissuance or extension of such letters patent, including without limitation the Patents that may pertain to Collateral other than the Patents.
- 4. Assignment of Copyrights. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to all Copyrights, including without limitation Copyrights that may pertain to Collateral other than the Copyrights.
- 5. Assignment of Trademarks and Goodwill. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, the Assignor's entire right, title and interest in and to all Trademarks and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.
- 6. Assignment of Licenses. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, the other Financing Agreements and this Assignment, as collateral security only for the complete payment when due of all of the Assignor's Obligations under the

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Credit Agreement, the Assignor hereby, upon the occurrence of an Event of Default, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of itself and the Lenders, any and all rights of the Assignor under the Licenses and any license agreement with any other party, whether the Assignor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by the Assignor and now or hereafter covered by such License and agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could affect the validity or enforcement of the rights transferred to the Agent under this Assignment, which rights are used or usable in the conduct of the Assignor's business. Notwithstanding the foregoing, the Assignor shall not be deemed to have assigned hereunder any license agreement under which the Assignor is the licensee if such assignment would result in termination or a breach of the terms of the applicable license agreement. The Assignor hereby covenants that it will immediately notify the Agent if any Patent, Copyright or Trademark shall at any time hereafter become subject to such license agreement and that it will promptly provide the Agent with full identification thereof and with such further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section 6.

- 7. Royalties. Term. The Assignor hereby agrees that the use by the Agent, on behalf of itself and the Lenders, of all Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Assignor, and without any liability for royalties or other related charges from the Agent or any Lender to the Assignor. The term of the assignments and grant of security interest granted herein shall extend until the expiration of each of the respective Patents, Copyrights, Trademarks and Licenses assigned hereunder, or until the Obligations have been finally paid in full and the Credit Agreement and the other Financing Agreements terminated, whichever first occurs.
- 8. Reports of Applications. The United States Patents, Copyrights, Trademarks and Licenses constitute all of the patents, copyrights, trademarks, applications and licenses now owned by the Assignor. The Assignor shall provide the Agent on a quarterly basis with a list of all new applications for United States letters patent, copyright registrations and registered trademarks and licenses, which new applications, patents, copyright registrations, trademarks and licenses shall be subject to the terms and conditions of the Credit Agreement and this Assignment.
- The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Agent or any Lender under the Credit Agreement or the other Financing Agreements but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the

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rights and remedies of the Agont and the Lenders with respect to the Patents, Copyrights, Trademarks and Licenses, whether established hereby, by the Credit Agreement or the other Financing Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NoTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, THE ASSIGNEE SHALL NOT HAVE THE RIGHT TO USE, ENFORCE, LICENSE, SELL OR OTHERWISE TRANSFER THE PATENTS, COPYRIGHTS, TRADEMARKS AND LICENSES UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT AND AN ACCELERATION OF THE OBLIGATIONS UNDER THE CREDIT AGREEMENT.

- 10. Binding Effect: Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent and the Lenders and their respective successors and assigns.
- 11. APPLICABLE LAW: SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

Attest:

(le ) Some gr

MELNOR INDUSTRIES, INC.

By Thurs to took

Accepted and Agreed to:

HELLER FINANCIAL, INC., as Agent for itself and the Lenders

By Level & Source

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#### ACKNOWLEDGMENT

STATE OF /LL/100/S )
COUNTY OF COOK )

The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this 23th day of of mbu, 199 by James Licenses and Charles Sesjace J.

personally known to me to be the trested in and of Melnor Industries, Inc., a Delaware corporation, on behalf of such corporation.

Tollsa R. Shattuck Notary Public

My Commission Expires:

OPTICIAL SEAL.
TERESA L. SHATTUCK
NOTARY PUBLIC STATE OF ELLINOIS
MY CONGUSTION KEP. MAY \$4,1994

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#### SCHEDULE A

## UNITED STATES PATENT PROPERTIES OF MELNOR INDUSTRIES, INC.

#### UTILITY PATENTS

| Title  | U.S. Patent Number | Date<br>Granted |                                     |
|--|--------------------|-----------------|-------------------------------------|
| Pop-up Sprinkler                                       | 3,791,581          | 02/12/74        |                                     |
| Gun-Type Fluid Control Device                          | 3,888,421          | 06/10/75        |                                     |
| Humidifier Assembly                                    | 4,056,582          | 11/01/78        |                                     |
| Sprinkler Adapted for Attachment to the Ground         | 3,994,441          | 11/30/76        | -                                   |
| Hose Reel-Cart   | 4,137,939          | 02/06/79        |                                     |
| Arm/Rotor Hub Assembly                                 | 4,193,549          | 03/18/80        | Ē                                   |
| Compressed Air Sprayer                                 | 4,192,464          | 03/11/80        | 989                                 |
| Speed Slip on Hose Coupler                             | 4,216,982          | 08/12/80        | 5 m                                 |
| Device for Controlling the Flow of Fluid (Re-examined) | B1 4,335,852       | 06/22/82        | MEI 5895 FAME 755                   |
| Vent Damper with Emergency<br>Manual Override          | 4,389,014          | 06/21/83        |                                     |
| Fluid Dispenser  | 4,534,512          | 08/13/85        | ## O                                |
| Pulsating Sprinkler                                    | 4,497,441          | 02/05/85        | 182;<br>RADE                        |
| Readily Assemblable Oscillating Sprinkler              | 4,721,248          | 01/26/88        | 0822 (RANE <b>54)</b><br>TRADE-MARK |

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|--|-------------|------------|--|
|  |             |            |  |
| Aspiration-type Sprayer (Spray Safe*)                | 4,736,891   | 04/12/88   |  |
| Aspiration-type Sprayer (Spray Guarde)               | 4,750,674   | 06/14/88   |  |
| Aspiration-type Sprayer with Improved Safety Feature | - 4,826,085 | . 05/02/89 |  |
| Fountain Brush Assembly                              | 4,961,662   | . 10/09/90 |  |
| Pulsating Sprinkler                                  | 4,978,070   | 12/18/90   |  |
| Aspiration-type Sprayer                              | 5,007,588 - | 04/16/91   |  |
|  |             |            |  |
|  | 2           | RAUCTHARX  |  |

#### SCHEDULE A

## DESIGN PATENTS

| <u>Title</u>   | U. S. Patent Number | Date<br>Granted                               |            |
|--|---------------------|---|------------|
| Sprinkler  | Des. 244,936        | . 07/05/77                                    |            |
| Spray Wand   | Des. 257,537        | 11/18/80                                      |            |
| Compressed Air Sprayer Tank                            | Des. 258,461        | 03/03/81                                      |            |
| Sprinkler Control Valve                                | Des. 263,069        | 02/16/82                                      |            |
| Water Sprinkler Base                                   | Des. 263,868        | 04/13/82                                      |            |
| Hose Coupling  | Des. 265,418        | 07/13/82                                      |            |
| Pulsator Head for Sprinkler (Metal)                    | Des. 275,595        | 09/18/84                                      |            |
| Pulsator Head for Sprinkler<br>(Plastic)               | Des. 276,174        | ,   |            |
| Base for Rotary Sprinkler                              | Des. 285,240        | 08/19/86                                      | <b>;</b>   |
| Spray Tube Driving End for an Oscillating Sprinkler    | Des. 296,231        | 10/30/84 89<br>08/19/86 FME 75<br>06/14/88 57 | ****       |
| Spray Tube Supporting End for an Oscillating Sprinkler | Des. 296,230        | 06/14/88                                      | •          |
| Aspiration Sprayer (for Insecticides)                  | Des. 298,848        | 12/06/88                                      | 338        |
| Aspiration Sprayer                                     | Des. 300,170        | TRA CRAME                                     | 0822 RANGS |
|  |                     | R   | 3          |

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# PENDING U.S. PATENT APPLICATIONS Application Serial No. Filing Title Date Hose Reel Cart 508,916 04/12/90 Spray Gun (Point N' Spray™) 675,138 03/26/91 Spray Gun Design (Point N' Spray\*) 675,468 03/26/91 Rotary Sprinkler (To be filed) H:\TAX\P4837-95.G REEL 0822 FRANES 44 TRADE-MARK

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|------|------------------------------|--|--|------------------------------|-----------------|-----------|--|------------|-----------|
| B    |                              | <b>*</b> .                                       |  |                              |                 |           |  |            |           |
| E    |                              |  |  | •                            |                 |           |  |            |           |
|      |                              |  |  |                              |                 |           |  |            |           |
|      |                              |  |  | *                            |                 | •         |  |            |           |
|      |                              |  |  |                              |                 |           |  |            |           |
|      |                              |  | HIRT   |                              |                 |           |  |            |           |
|      | THANKALL                     | LLILE  | BUNUER   | HEKGIANDISK                  | <b>AUTIKI</b> K | 1901.180  |  |            |           |
| ľ    | It-leger                     |  | ,,   |                              | OKIMA           | DATE_     | _ TION_NO_   | DATE       | -         |
|      | 11/16/56                     | Sprinklers, Hose Fittings                        | 525  | Gatalogue                    | Melnor          | 09/20/5   | 6 A259789  |            |           |
|      | , , , , , ,                  | Catalogue  |  |                              |                 |           |  |            |           |
|      | th-lung                      | Sculptured Line from                             | CL321  | Catalogue                    |                 |           |  |            |           |
|      | 01/11 <b>9/61</b>            | •  |  | one at office                | Ha luor         | 09/01/6   | 0 A479959  |            | Ã         |
| ı    | Helmer.                      | Helmor for 1961<br>Helmor's New H2 Off Water     |  |                              |                 |           |  | (          |           |
|      | 119/18/61                    | THE HOUT & NEW HZ DLE Water                      | ***************************************  | Sprinkler                    | Melmor          | 09/14/61  | Kk161254   | TRADE-MARK | 1822      |
|      |                              | Timer  |  | Shutoff                      |                 | • •       |  | R          | 2         |
|      | Helmar                       | Melnor's New Hulcific                            | -  | Mose Couplings               | Melnor          | 00.414.44 |  | <u> ż</u>  | 2         |
|      | 19/18/61                     | Count to an                                      |  |                              | ,               | 09/14/61  | Kk161250   | Æ          | ā         |
|      | the topog                    | Couplings Melnor's Low Price                     |  |                              |                 |           |  | -          | ChCnin    |
|      | 49/18/61                     | TOO !!!LE  |  | Hose Hozzie                  | Helmor          | 09/14/61  | Xk161251   |            | ū         |
|      | 15. 1                        | Aquagun  |  | Aquagun                      |                 |           |  |            | · 8       |
|      | He   HOT<br>  HT / 1 8 / 6 1 | Waters All These Lawn                            |  | Turret Sprinkler             | Meinor          | -09/16/61 | W1.161444  |            | . #       |
|      | 11.719/01                    | Shapes   |  | •                            |                 | .03/10/61 | Kk161252   |            | -CHEDULE  |
|      | fie limer                    | Brand New from Helmor The                        |  | Sprinkler                    |                 |           |  |            | les<br>es |
|      | 13/81/11                     |  |  | ahrtiiviet                   | Melnor          | 09/14/61  | Kk161253   |            | •         |
|      | theinor                      | Traveling Woll and Real                          |  |                              |                 |           |  |            |           |
|      | 100                          | Helmor 1962 Lewn<br>Sprinklers and Gardening     |  | Lawn Sprinklers              | Helmor          | 06/17/61  | Kk161108   | 00 150 110 |           |
|      |                              | Aids   |  |                              |                 | ,, 42     | WETO 1 100   | 09/01/61   |           |
|      | in tuer                      | Helnor'62  |  | Sprinklers                   | Kelnor          |           |  | k          |           |
| •    | Signrealn                    | Brand New Superrain                              |  | Hose Hozzie                  | Superrain       | 10/01/61  | Eligible   | 10/03/61   |           |
|      | imperrate                    | Pistoi Hose Mozzle<br>Over Popular Ever          |  |                              | ambettätit      | 09/20/61  | 161973   | 10/02/61   |           |
|      | ,                            | Profitable Superrain                             |  | Sprinklers                   | Superrain       | 09/20/61  | Kk161975   | 10/02/61   |           |
| 27   | imperrain                    | Superrain 1962 Cordening                         |  | Miscellaneous                |                 | · -       |  | 10/02/01   |           |
| ,    | operrajn                     | Aids   | -  |                              | Superrain       | 09/20/61  | A524162  | 10/02/61   |           |
| . 41 |                              | Now The Sprinking That<br>Thinks for Itself      | Harris and the control of the contro | Sprinklers                   | Superrain       | 09/20/61  | Mr. 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2  |            |           |
| \$3  | verrain                      | Everrain Cetalogue 1969                          |  | Acres                        |                 |           | Kk161974   | 10/02/61   |           |
| 护    | verrain                      | Four Revolvine Sprinklers "                      | MANAGEMENT OF THE PROPERTY OF  | Gatelogue<br>Lawn Sprinklers | Everrain        | 08/08/61  | A51986]  | 09/01/61   | į         |
|      |                              | Round Out the Everrain                           | MORE CARRIED AND CONTRACTOR  |                              | Everrain        |           | K&161105   | 09/01/61   |           |
| £.   | errain                       | Line   |  |                              |                 |           |  |            | 1         |
| , .  |                              | Now the Sprinkler That. Thinks for Itself 65 LNY | ٠٠٠٠ للمارية   | Lown Sprinklers              | Everrain        | 08/08/61  | 165100   |            | 1         |
| 10   | ertair                       | Ever Popular Ever                                | 208211   |                              |                 |           | 161107   | 09/01/61   | 1         |
|      |                              | · · · · · · · · · · · · · · · · · · ·            |  | Lawn Spri 'ers               | Evertain        | 08/08/61  | Kk161105   | 79/01/61   |           |

5/2/06 7:34 PAGE 036/041 Fax Server

### MIL 0822 MM**546**

#### MIL5895 FRANC760

#### TRADE-MARK

|  |   | FIRE   |  |   | PUNLISH        |                               |            |
|--|---|--|--|---|----------------|-------------------------------|------------|
| · 1 v thVuI.   | TILLE   | NUMBER   | HERCHANDISE  | AUTHUR  | DATE           |                               | DATE       |
| Lectrain   | Everrain Turret Sprinkler                             | •  |  |   |                | - Alvillia                    |            |
| Perrain  | New Everrain Reel Walker                              | -  | lawn Sprinklers  | Everraim                                      | 08/08/6        |                               | 09/01/61   |
| fle lant   | Melnor Lawn Sprinklers an                             | d  | lava Sprinklers<br>Lava Sprinklers a   | Everrain                                      | 08/08/61       |                               | 09/01/61   |
| _  | Garden Aids 1964                                      | ··   | Garden Aids  | ud Helnor                                     | 09/20/6        | 3 Kk176277                    | 10/03/63   |
| Squrrati   | Supercain 1964 Catalogue                              |  | Lown Sprinklers a  | nd Superrain                                  | 09/20/63       | Kk176276                      | 10.00      |
| % Iner   | Materia Santa and                                     |  | Gardening Aids   |   | 07/24/03       | WEL/02/0                      | 10/03/63   |
|  | Meimor Product for Every<br>Size Lawn for Every Price | CRD4 - 321   | Lawn Sprinklers  | Helmor  | 09/20/61       | Kk176054                      | 10/03/63   |
|  | Range   |  |  |   | • •            |                               | .0,05,05   |
| H- Inor  | Helmor Gaciliating                                    | COD4 - 321   | Laun Sprinklers  | Ma.1  |                |                               |            |
|  | Sprinklers  |  | men abitimietz   | Helnor  | 09/20/63       | Kk176057                      | 10/03/63   |
| iletnor  | Big Helmor Deal Pack 50%                              | 804-371  | Laum Sprinklers  | Melpar  | 09/20/63       | Kk176051                      | 15 255 44  |
| He lange   | Profit<br>Helmor Hakes You Trigger                    |  |  | •   | 23/20/43       | WEI 10031                     | 10/03/63   |
|  | Happy   | CD4 - 321  | Garden Hose Spray  | Melmor  | 09/20/63       | Kkl 16050                     | 10/03/61   |
| He inor  | Helmer Oscillating                                    | 004-321  | CORE   | Kelnor  | • •            |                               | 1          |
|  | Sprinklers  |  |  | neiner  | 09/20/63       | Kk1 76056                     | 10/03/63   |
| th-) nor   | A Helner Product for                                  | RD4-321  | Lawn Sprinklers  | Helmar  | 09/20/63       | *******                       |            |
|  | Every Size Lawn for Every                             |  | •  | ***************************************       | 07/20/63       | Kk176053                      | 10/03/63   |
| Helpar   | Price Range<br>A Pull Line of Melnor                  |  |  |   |                |                               |            |
| 74,44  | Quality Garden Sprayers                               | PJ4-321  | Garden Sprayers  | Melner  | 09/20/63       | Kk176055                      | 10/03/63 • |
| He luor  | New Melnor Hose Reels and                             | HRD-649.   | liose Reels and  |   | •              |                               | 10/03/03   |
|  | langers   | 123  | Hangers  | Heiner  | 09/20/63       | Kk176052                      | 10/01/63   |
| the inor   | Forged Century Sheffield                              | Service and the service and th | Head Shears  | Kelnor  | ******         |                               |            |
| 11. luor   | Stainless Steel                                       |  |  | LANK T SAPAT                                  | 09/30/43       | Xk176466                      | 10/18/63   |
|  | Trigger Happy Londed with<br>42% Dealer Profit        | CAD3 - 321   | Gun Type Hose  | Helmor  | 10/01/62       | Kk170626                      | ******     |
| Below  | Big New Helmar Deal Pack                              | 803-321  | Mozzie   |   | 10,01,42       | KK170026                      | 12/17/62   |
|  | SOI Profit  | 003-321  | Sprinklers   | Melnor  | 10/01/62       | Kk170628                      | 12/17/62   |
| il-luor  | Trigger Happy Loaded with                             | CD3-321  | llosa Nozzles  | Melnor  |                |                               | ,,         |
| helmor   | 457 Dealer Profit                                     |  |  | rection                                       | -10/01/62      | Xk170632                      | 12/17/62   |
| W. S. HOPE   | Four Free Bonus Items<br>Boost Profit to 49%          | 003-121  | Sprinklers   | Melnor  | 10/01/62       | 21.130/02                     |            |
| Harlang  | 4.78 King Paris III                                   | PLANE NO. No. and No.  |  |   | 10/01/02       | Kk170627                      | 12/17/62   |
| nel nor  |   | CRD3-321<br>ND3-321  | Sprinklers   | Helmor  | 10/01/62       | Kk170629                      | 12/17/62   |
|  | Birds   | WA3-251  | Sprinklers   | Heimoz  | and the second |                               | 12/17/62   |
| ffer I treat   | Real and Two Free Nonus                               | WD1-321  | Sprinklers, Hoses  | 64. Y   |                |                               | > **/ 74   |
| 46 8. 5.   | Sprinklers  |  | and Cares  | Kelnor  | 10/01/62       | Kk1706)1                      | 12/17/62   |
| thelms   | Four Free Some Heas                                   | OD3-321  | Sprinkle Sone  | Helmor .                                      | 10/01/62       |                               | 7.11.1162  |
| Carlotte Commencer Commenc |   |  | the second of th | Attendant on the Assessment of the Assessment |                | anne see and the other to the |            |

TRADEMARK

REEL: 003303 FRAME: 0031

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#### TRADE-MARK

| ···                  | TITLE   | Frank<br>Militaren   | AEKGIVADI ZE  | VALIKIR            | PORT. I SH           |                                    |                        |
|----------------------|---|--|---|--------------------|----------------------|------------------------------------|------------------------|
| lourain              | Everrain 1965 Catalogue   | War and the same of the same o | Lawn Sprinklers and<br>Narden Accessories   | Everrain           | 09/30/6              | kk184344                           | 11/30/64               |
| ll-luor<br>          | Melmor Lawn Sprinklers<br>and Gardening Aids 1965                   | ***************************************  | Lawn Sprinklers and<br>Gardening Aids   | i ffeinor          | 09/30/6              | Kk184345                           | 11/30/64               |
| Seperrale            | Superrain 1965 Catalogue  | <del></del>  | lawn Sprinklers and<br>Cardening Alds   | Superrain          | 09/30/64             | Kk184346                           | 11/03/64               |
| ii: luor             | Heinor Lawn Sprinklers<br>And Gardening Alds 1966                   | -  | imun Sprinklers.<br>Sprayers, Hozzles   | He ino C           | 09/02/65             | Kk190178                           | 09/17/65               |
| Everrain             | 1966 Catalogue/Lawn<br>Sprinklers and Gardening<br>Rains · Everrain | ***************************************  | and Allied Products<br>Lawn Sprinklers,<br>Sprayers, Nozzles                        | Everrein           | 09/02/65             | 190177                             | 09/17/65               |
| Superrain            |   |  | and Allied Products<br>Lawn Sprinklers,<br>Sprayers, Hezzles<br>and Allied Products | Superrain          | 09/06/65             | Kk191180                           | 09/22/65               |
| Everrain             | Everrain 1967 Catalogue   |  | Lawn Sprinklers,<br>Garden Tools and  | Everrain           | .08/26/66            | Kh197040                           | 10/07/66               |
| theinar              | Heinor 1967 Catalogue   | ***********  | Accessaries<br>Laum Sprinklers,<br>Gardening Tools and                              | Helnor             | 08/19/66             | Kk197041                           | 10/07/66               |
| the lase             | Helmor 1968 Catalogue   |  | Accessaries<br>Hiscollenome   | 4.3                |                      |                                    |                        |
| Everrain             | Lawn Sprinkiers, Garden<br>Tools and Accessaries/<br>1968 Catalogue |  |   | Helmor<br>Everrain | 07/28/67<br>08/07/67 | A9359 <b>68</b><br>A935 <b>969</b> | 09/12/67 ·<br>09/12/67 |
| the toor             | Melnor 1943 Leum<br>Sprinklers and Gardening<br>Aids                | 10110000000000000000000000000000000000   | Sprinklers, Hose<br>Reels and Carts   | Melnor             | 10/01/62             | Kk169995                           | 11/01/62               |
| He I nor             | Heinor's Rev Hultifit<br>Couplings                                  | ***************************************  | Hose Complings  | Helnor             | 09/14/61             | Kk161250                           | 09/18/61               |
| the later            | Two Early Bird Specials   |  | Sprinklers, Hose  | Helmor             | 10/01/62             | Kk169556                           |                        |
| Braitice<br>Foods    | Love and Garden Products  | Marian maria di propositione   | Reels and Carts<br>Text and Photos  | -                  | 08/31/80             |                                    | 11/01/62               |
| lenf tret-<br>gation | Keep Your Lawn Luxurious<br>With Turf Sprinkles<br>Systems          |  | Sprinkler Systems   | Turf lerigation    |                      |                                    | 09/10/80<br>08/02/6)   |
| ind feet-<br>gation  | Raining The World Over  | 19 L mrs   | ##2868 H  | Porf Irrigation    | 02/01/67             | A928308                            | 08/02/67               |

**REEL: 003303 FRAME: 0032** 

#### SCHEDULE C

## U.S. TRADEMARKS OF MELNOR INDUSTRIES, INC.

| Registration Date | Registration Number | Trademark            |            |
|-------------------|---------------------|----------------------|------------|
| 01-15-80          | 1,129,204           | Aqua-Queen.          |            |
| 09-17-57          | 651,745             | Cold Steam           |            |
| 12-26-78          | 1,110,055           | Gentle Rain          |            |
| 11-07-78          | 1,105,574           | Mansion              |            |
| 11-27-79          | 1,126,995           | Melnor(& design)     |            |
| 11-30-79          | 1,218,420           | Melnor(& design)     |            |
| 12-18-56          | 638,670             | Melnor's Aqua<br>Gun |            |
| 11-06-73          | 972,629             | Power Flush          |            |
| 05-18-82          | 1,195,598           | Pre-vent             |            |
| 07-12-83          | 1,245,677           | Quick Fix            |            |
| 02-12-80          | 1,130,684           | Rancher              |            |
| 06-26-79          | 1,120,890           | Spray Safe           |            |
| 12-12-78          | 1,108,702           | Squeeze N' Water     |            |
| 11-07-78          | 1,105,577           | Suburban             | _          |
| 08-25-59          | 683,895             | Superain             | RADE       |
| 12-17-74          | 999,433             | Super Wal-Tabs       | (RADE-MARK |
|                   | 1                   |                      |            |

|         | ,    |                      |                             |                         |
|---------|------|----------------------|-----------------------------|-------------------------|
|         |      | , , ,                |                             |                         |
|         |      | •                    |                             |                         |
|         |      |                      |                             |                         |
| 06-24   | 1-74 | 986,767              | Sway N' Spray               |                         |
| · 11-16 | 5-82 | 1,216,536            | Time-A-Matic                |                         |
| 10-06   | 5-81 | 1,172,328            | Time-A-Matic                |                         |
| 10-29   | )-74 | 996,949              | Travel-Matic                |                         |
| 01-03   | 1-61 | 709 <sub>3</sub> 351 | Walton .                    |                         |
| 10-27   | 7-81 | 1,175,053            | Walton Quality<br>By Design |                         |
| 12-19   | -78  | 1,109,279            | Waltonaire                  |                         |
| 01-15   | -80  | 1,129,205            | Waltronic                   |                         |
| 08-25-  | -59  | 683,896              | Wave-Master                 |                         |
| 01-03-  | -67  | 821,462              | Jet Stream                  |                         |
| 12-12-  | -76  | 1,049,999            | Melnor                      |                         |
| 01-10-  | -56  | 618,863              | Melnor                      | £ 2                     |
| 01-03-  | -67  | 821,451              | Rain Wave                   | 395                     |
| 12-27-  | 55   | 618,093              | Everain (and design)        | REE 5895 FAME 76        |
| `08-16- | 66   | 812,846              | M (and design)              | ယ်                      |
| 05-29-  | 56   | 627,619              | Swing N'Spray               |                         |
| 08-05-  | 86   | 1,404,089            | Aqua-Guage                  | ~~~                     |
| 08-15-8 | 89   | 1,551,973            | Spray Guard                 | ALL O                   |
| 01-02-9 | 90   | 1,574,252            | Super Glo                   | TRADE-MARK              |
|         |      | 2                    |                             | KAMI <b>SY9</b><br>MARK |
|         |      |                      |                             |                         |

## PENDING U.S. TRADEMARK APPLICATIONS OF MELNOR INDUSTRIES, INC.

| Application Numb | oer Trademark            | Application Date |
|------------------|--------------------------|------------------|
| 74/046,272       | Reel Barrow              | 04-03-90         |
| 74/046,271       | Reel Tote                | 04-03-90         |
| 74/109,728       | Point 'N Spray           | 10-26-90         |
| 74/154,986       | Reelmount (and Design)   | 04-08-91         |
| 74/162,634       | Hose Minder (and Design) | 05-01-91         |
| 74/192,568       | Snap-It                  | 08-05-91         |
| Pending          | Reelcart (and Design)    | 08-05-91         |

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