

07-10-1998



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

481-4-482-800

Tab settings ▼

To the Honorable Commissioner: 100759303 and the attached original documents or copy thereof.

1. Name of conveying party(ies):

HME Industries, Inc. ^{MRP}
7-10-98

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 23, 1998

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe St.

City: Chicago State: IL ZIP: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

SEE SCHEDULE C ATTACHED!

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Motts

Internal Address: _____

Heller Financial, Inc.

Legal Department

Street Address: 500 West Monroe St.

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41) \$ 840.50

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

07/10/1998 SMITH 00600074 2024543

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 800.00 OP

9. 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.

Elizabeth Motts
Name of Person Signing

Elizabeth Motts
Signature

7/6/98
Date

Total number of pages including cover sheet, attachments, and document: 33

FILED 1751 FRAME 0001

Mail documents to be recorded with required cover sheet information to:

SCHEDULE C

HMI INDUSTRIES, INC. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
5-in-1	2,024,542	December 17, 1996
Captiva	2,034,466	January 28, 1997
Captiva	1,980,046	June 11, 1996
Comfort Lounger	1,944,528	December 26, 1995
Defender	2,050,553	April 8, 1997
Easy-Way	2,070,754	June 16, 1997
Elektrapure	2,010,472	October 22, 1996
Empress	1,973,733	May 14, 1996
Enviropure	1,810,559	December 14, 1993
Filter Queen	378,297	June 4, 1940
Filter Queen & Crown Design	663,742	July 1, 1958
Filter Queen & Crown Design	666,268	August 26, 1958
Filter Queen & Crown Design	663,256	June 17, 1958
Filter Queen Pow-R Clean-Up & Team Design	1,111,650	January 23, 1979
Groomex	1,754,460	February 23, 1993
Health-Mor	1,753,732	February 23, 1993
Home Impressions	1,949,110	January 16, 1996
Majestic	1,866,813	December 13, 1994
Medi-Filter	2,062,855	May 20, 1997
Mini Pow-R-Nozzle	1,838,584	June 7, 1994
Miscellaneous Design "Bird Logo"	2,033,003	January 21, 1997
Miscellaneous Design "Cone Dude"	1,815,375	January 4, 1994
Optima	1,959,113	February 27, 1996
Optima	1,954,029	February 6, 1996
Optima Plus	2,000,968	September 17, 1996
Princess	1,941,266	December 12, 1995
Seal-Guard	1,287,898	July 31, 1984
Triangle in a Circle	1,593,851	May 1, 1990
Triple Crown	1,996,371	August 27, 1996
Vacuum Cleaner Design	1,976,252	May 28, 1996
Vacu-Queen	1,452,976	August 18, 1987
Vista	1,790,181	August 31, 1993

HMI INDUSTRIES, INC. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
MediPure	75/446032	March 9, 1998

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of April 23, 1998 by and between HMI Industries, Inc., a Delaware corporation ("Assignor"), and Heller Financial, Inc., a Delaware corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith between Assignor and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to Assignor; and

WHEREAS, the Loan Agreement grants to Lender a continuing security interest in certain of 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 are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Loan 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 Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Lender a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, 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 or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks

In addition to, and not by way of limitation of, all other rights granted to Lender under this Assignment. Assignor hereby assigns, transfers and conveys to Lender all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Lender, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Lender and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Lender (except that if Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Lender on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

4. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, 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, LENDER SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, 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.

7. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS

ATL 535453.1

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AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LOAN AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. JURY TRIAL WAIVER. ASSIGNOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN AGREEMENT. ASSIGNOR AND LENDER EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND LENDER HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

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

HMI INDUSTRIES, INC.

3631 Perkins Avenue
Cleveland, Ohio 44114

By: Mark A. Kirk
Name: MARK A. KIRK
Its: PRESIDENT

Accepted and Agreed to:
HELLER FINANCIAL, INC.
500 West Monroe Street
Chicago, Illinois 60661

By: [Signature]
Name: STEVEN A. NALINETS
Its: VICE PRESIDENT

STATE OF Ohio)
) SS
COUNTY OF Cuyahoga

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 23 of April, 1999 by Mark A Kirk, personally known to me to be the President of HMI Industries, Inc., a Delaware corporation, on behalf of such corporation.

Carolyn A. Gale
Notary Public

My commission expires:

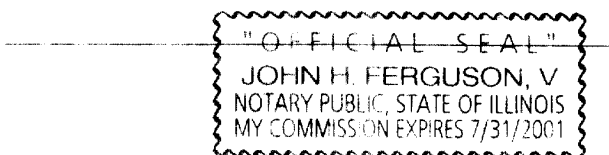
CAROLYN A. GALE
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Jan 28, 2001

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 24 of April, 2001 by Steven Narsutis, personally known to me to be the Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

John H. Ferguson
Notary Public

My commission expires:



SCHEDULE A

HMI INDUSTRIES, INC. PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents or Patent Applications</u>
4,199,839	April 29, 1980	Canada, Australia, Belgium, Spain, France, Great Britain, Japan
4,225,999	October 7, 1980	Canada, Belgium, France, Great Britain, Australia, Spain, Japan
Des. 345,413	March 22, 1994	Canada
5,658,362	August 19, 1997	None
5,593,479	January 14, 1997	None
5,651,811	July 29, 1997	None
5,641,343	June 24, 1997	None
5,248,323	September 28, 1993	None
5,515,573	May 14, 1996	None
5,522,908	June 4, 1996	None
5,603,741	February 18, 1997	None

HMI INDUSTRIES, INC. PATENT APPLICATIONS

<u>U.S. Patent Application No.</u>	<u>Status</u>	<u>Date Applied</u>
879/883	Allowed/Not yet issued	June 20, 1997
670,548	Abandoned	June 27, 1996
387,475	Abandoned	February 13, 1995
820,151	Abandoned	March 19, 1997
000,536	Abandoned	October 16, 1992
239,583	Abandoned	May 9, 1994
09/032,589	Pending/Not yet issued	February 27, 1998

SCHEDULE B

HMI INDUSTRIES, INC. COPYRIGHT REGISTRATIONS

<u>Registration No.</u>	<u>Date</u>
N/A	N/A

HMI INDUSTRIES, INC. COPYRIGHT APPLICATIONS

<u>Copyright Description</u>	<u>Copyright Application No.</u>	<u>Date Applied</u>
N/A	N/A	N/A

SCHEDULE C

HMI INDUSTRIES, INC. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
5-in-1	2,024,542	December 17, 1996
Captiva	2,034,466	January 28, 1997
Captiva	1,980,046	June 11, 1996
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Miscellaneous Design "Cone Dude"	1,815,375	January 4, 1994
Optima	1,959,113	February 27, 1996
Optima	1,954,029	February 6, 1996
Optima Plus	2,000,968	September 17, 1996
Princess	1,941,266	December 12, 1995
Seal-Guard	1,287,898	July 31, 1984
Triangle in a Circle	1,593,851	May 1, 1990
Triple Crown	1,996,371	August 27, 1996
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Vista	1,790,181	August 31, 1993

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