

OMB No. 0651-0011 (exp. 4/94)



100973536

To the Honorable Commissioner of

Patent and Trademark Office
of the United States Department of Commerce
Send original documents or copy thereof.

1. Name of conveying party(ies):
Nilfisk-Advance A/S
Sognevej 25
DK-2605 Brondby, Denmark

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company-Denmark

- Association
- Limited Partnership

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

Name of receiving party(ies)

Name: Nilfisk-Advance, Inc.

Internal Address: (NA)

Street Address: 14600 21st Avenue North

City: Minneapolis State: MN ZIP: 55447

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

3. Nature of conveyance:

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

Execution Date: October 15, 1998

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

A. Trademark Application No.(s)
See attached Schedule.

B. Trademark Registration No.(s)
See attached Schedule

Additional numbers attached? Yes No

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

Name: Joshua J. Burke

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total Number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41)..... \$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1420

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

DO NOT USE THIS SPACE

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.

Joshua J. Burke
Name of person Signing

Signature

2-19-99
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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SCHEDULE II

UNITED STATES TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
TURBO-VAC	693,774	03/01/60(00)	Intl. 7
MICROSTATIC & DESIGN	695,328	03/29/60(00)	Intl. 7,9
MICROSTAT & DESIGN	696,710	04/26/60(00)	Intl. 9
DUR-A-VAC	716,473	06/06/61(01)	Intl. 17
TURBO-VAC	1,200,172	07/06/82(02)	Intl. 7
CHAMPION	1,223,994	01/18/83(03)	Intl. 9
DURASCRUB	1,868,007	12-20-94(04)	Intl. 7
SELECT LINE	1,884,602	03/21/95(05)	Intl. 7
DURATRAC	1,888,219	04/11/95(05)	Intl. 7
DURAGLOSS	2,006,133	10-08-96(06)	Intl. 7
SELECTSCRUB	2,049,940	04/01/97(07)	Intl. 9
DURAVAC	2,066,163	06/03/97(07)	Intl. 9
DURASWEEP	2,133,075	01/27/98(08)	Intl. 9
TEMCO	2,158,732	05/19/98(08)	Intl. 37
ROBOKENT	1,908,155	08/01/95	Intl. 7
EUROCLEAN	1,102,458	09/19/78	Intl. 7
ERGOCLEAN	1,819,425	02/01/94	Intl. 9

UNITED STATES TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILE DATE</u>	<u>CLASS</u>
JAWS	75/486751	05/18/98	Intl. 7
SELECTVAC	75/486760	05/18/98	Intl. 7

SELECTGLOSS	75/486772	05/18/98	Intl. 7
SELECTRAC	75/486773	05/18/98	Intl. 7
DURALINE	75/487456	05/19/98	Intl. 7

UNITED STATES UNREGISTERED TRADEMARKS

<u>MARK</u>	<u>GOODS</u>
AutoLearning	Robotic Floorcare equipment
AutoSeek	Robotic Floorcare equipment
WAN	Robotic Floorcare equipment
Kent Silhouettes design	Floorcare equipment
MicroVac	Tank Type Vacuums
HIP VAC	Commercial Vacuum Cleaners

<u>SLOGAN</u>	<u>GOODS</u>
Creative Ideas. Innovative Solutions. The Kent Company.	Floorcare equipment
Your Future Is Here!	Robotic Floorcare equipment
Tomorrow's Floorcare Today!	Robotic Floorcare equipment

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, is made as of October 15, 1998 by and between NILFISK-ADVANCE A/S, a company organized under the laws of Denmark ("Nilfisk"); and NILFISK-ADVANCE, INC., a Minnesota corporation (the "Company").

WHEREAS, Nilfisk and the Company entered into a Contribution and Subscription Agreement of even date herewith;

WHEREAS, Nilfisk is the owner of the entire right, title and interest in and to certain patents, trademarks and technological know-how which are described below and which have been pledged by Nilfisk to Unibank A/S pursuant to a certain Security Agreement dated October 15, 1998 (the "Security Agreement") and a certain Collateral Assignment of Trademarks dated October 15, 1998 (the "Collateral Assignment");

WHEREAS, Nilfisk desires to assign to the Company, and the Company desires to receive from Nilfisk, all of Nilfisk's right, title and interest in, to and under said patents, trademarks and know-how; and

WHEREAS, Nilfisk desires to assign to the Company all of Nilfisk's rights and obligations under the Security Agreement and Collateral Assignment, and the Company desires to accept such assignment and to assume all of Nilfisk's rights and obligations under the Security Agreement and Collateral Assignment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nilfisk and the Company hereby agree as follows:

1. Nilfisk hereby grants, assigns, transfers and conveys to the Company, subject to and including the Security Agreement and Collateral Assignment, all of Nilfisk's right, title and interest in, to and under the following:

- (a) the patents and patent applications listed on Schedule I hereto;
- (b) the trademarks and trade names listed on Schedule II hereto;
- (c) all trade secrets, know-how and technical information relating to the RoboKent ScrubberVac and SweeperVac products manufactured and sold by Nilfisk or its affiliates; and
- (d) the right to sue for past, present and future infringements of any of the foregoing.

2. The Company hereby accepts the foregoing assignment and hereby assumes and agrees to perform all of the obligations of Nilfisk under the Security Agreement and the Collateral Assignment.

3. The terms, covenants and provisions of this instrument are binding upon and shall inure to the benefit of the Nilfisk and the Company and their respective successors and assigns.

IN WITNESS WHEREOF, Nilfisk and the Company have caused this instrument to be duly executed and delivered as of the date set forth in the first paragraph above.

NILFISK-ADVANCE A/S

By Tage Reinert
Name: TAGE REINERT
Title: EXECUTIVE VICE PRESIDENT
CFO

NILFISK-ADVANCE, INC.

By Rudolf Gutmann
Name: Rudolf Gutmann
Title: President

**FIRST AMENDMENT TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS AMENDMENT is made effective as of October 15, 1998 to that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of October 15, 1998 by and between NILFISK-ADVANCE A/S, a company organized under the laws of Denmark ("Nilfisk"); and NILFISK-ADVANCE, INC., a Minnesota corporation (the "Company").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree that the Assignment and Assumption Agreement shall be amended as follows:

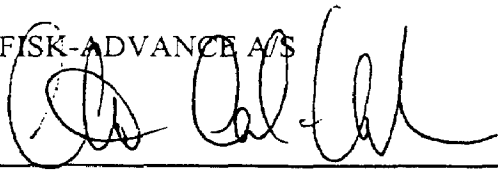
1. All terms written with an initial capital letter in this Amendment, unless expressly defined herein, shall have the meanings given such terms in the Assignment and Assumption Agreement.

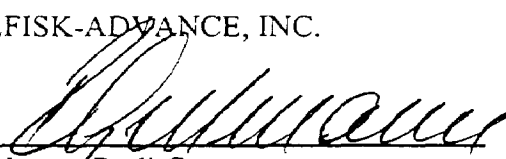
2. Section 1 of the Assignment and Assumption Agreement is deleted in its entirety and replaced with the following:

"1. Nilfisk hereby grants, assigns, transfers and conveys to the Company, subject to and including the Security Agreement and Collateral Assignment, all of Nilfisk's right, title and interest in, to and under the following:

- (a) the patents and patent applications listed on Schedule I hereto, including without limitation all proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all non-provisional applications, re-issues, divisions, continuations, renewals, extensions or continuations-in-part thereof;
- (b) the trademarks and trade names listed on Schedule II hereto, including the right to sue for infringement thereof, together with the goodwill of the business symbolized by and associated with such trademarks and trade names;
- (c) all trade secrets, know-how and technical information relating to the RoboKent ScrubberVac and SweeperVac products manufactured and sold by Nilfisk or its affiliates; and
- (d) the right to sue for past, present and future infringements of any of the foregoing."

IN WITNESS WHEREOF, Nilfisk and the Company have caused this Amendment to be duly executed and delivered as of the date set forth in the first paragraph above.

NILFISK-ADVANCE A/S
By 
Name: Christian Cornelius-Knudsen
Title: Executive Vice President

NILFISK-ADVANCE, INC.
By 
Name: Rudi Gutmann
Title: President

SCHEDULE I
PATENTS

UNITED STATES PATENTS

<u>PATENT NO.</u>	<u>PATENT DATE</u>	<u>INVENTOR</u>	<u>PATENT TITLE</u>
D277,517	02/05/85	Wiese, Martin Shearer, Thomas E. Lehman, Dexter K.	Carpet and rug vacuum cleaner
D363,588	10/24/95	Bancroft, Allen J. Datu-on, Romeo L. Killian, Jeff M.	Battery cart
D369,446	04/30/96	Smith, Barry W.	Floor scrubber
4,841,595	06/27/89	Wiese, Martin	Vacuum pump-out system for wet/dry vacuum cleaner
4,854,005	08/08/89	Wiese, Martin E. Lehman, Dexter K.	Automatic floor scrubbing machine with squeegee assembly and adjustable wheels
4,866,565	09/12/89	Wray Charles C.	Vacuum cleaner electrostatic build-up control system
5,032,155	07/16/91	Wiese Martin E. Wray, Charles C.	Wet/dry vacuum with automatic shutoff
5,182,834	02/02/93	Wright, William R. Lehman, Dexter	Valve pump-out control valve wet/dry vacuum cleaner
5,331,713	07/26/94	Tipton, Scott	Floor scrubber with recycled cleaning solution
5,768,735	06/23/98	Wiese, Martin Nyborg, Thomas R.	Switch mechanism with mechanical lock out
5,548,511	08/20/96	Bancroft, Allen J.	Method for controlling self- running cleaning apparatus
4,742,652	05/10/88	Cannan, Bernard Muhall, Richard C. Brown, Frederick B. Wiese, Martin E.	Air restraint device for burnishing machine

UNITED STATES APPLICATIONS FOR PATENT

<u>APPLN. NO.</u>	<u>FILE DATE</u>	<u>INVENTOR</u>	<u>TITLE</u>
767,401	12/16/96	Bancroft, Allen J. Tierney, James M.	Mount for motorized broom
767,402	12/16/96	Bancroft, Allen J. Tierney, James M. Killian, Jeff M.	Reversible brush

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