

02-05-2002



DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100  
Washington, D.C. 20005-1209  
(202) 842-8800



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1-2902

A

<p>1. NAME OF CONVEYING PARTY:</p> <p>Pricewaterhousecoopers Inc. As trustee in bankruptcy for Fantom Technologies Inc. A Canadian corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p><b>EURO-PRO CORPORATION</b> A Canadian corporation 4400 Bois Franc Saint-Laurent, Quebec, Canada H4S 1A7</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: <b>January 15, 2002</b> 3B. EFFECTIVE DATE: <b>January 15, 2002</b></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p><b>75/428,097 – FANTOM</b></p> <p>Additional numbers attached? <b>15</b></p> <p>Norm D. St. Landau, Esq. Drinker Biddle &amp; Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p><b>Reg. No. 1,016,286 – SPEEDVAC</b></p> <p>Additional numbers attached? <b>20</b></p>
<p>6. TOTAL NUMBER OF TITLES: <b>37</b></p> <p>7. TOTAL FEE: <b>\$940.00 (Check Enclosed)</b></p> <p>8. CHARGE ADDITIONAL FEES TO: <b>DEPOSIT</b> <b>ACCOUNT NO. 50-0573</b></p> <p>Our Ref: 34156.301/164219</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Jennifer L. Dean</i> Jennifer L. Dean Date: Jan 29, 2002 Page 1 of 1</p>

02/04/2002 TDIAZ1 00000180 75428097

01 FC:481 40.00 OP  
02 FC:482 875.00 OP

34156.301  
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Rep. In. Ref: 02/04/2002 TDIAZ1  
DOB: 500573  
FC: 704

0013854780  
Name/Number: 75428097  
\$25.00 CR.

FILED BY COURIER  
January 29, 2002

*Audrea R. Engel*

TRADEMARK  
REEL: 002436 FRAME: 0387

**SCHEDUL A  
PENDING APPLICATIONS**

	<b>Ser. No.</b>	<b>Mark</b>	<b>Filing Date</b>
1.	75/428097	FANTOM	2/3/98
2.	75/428098	THE DIFFERENCE IS CLEAN AND CLEAR	2/3/98
3.	75/691464	FANTOM	4/27/99
4.	75/748495	SQUEEZE 'N' GO	7/12/99
5.	75/803063	QUICK BRAKE	9/17/99
6.	75/901506	HELIX	1/24/00
7.	76/114325	FALCON	8/22/00
8.	76/141805	STEALTH	10/5/00
9.	76/215428	HAWK	2/23/01
10.	76/215429	A FANTOM & Design	2/23/01
11.	76/215433	FANTOM & A Design	2/23/01
12.	76/215435	A Design	2/23/01
13.	78/047250	STINGRAY	2/8/01
14.	78/047320	WILDCAT	2/8/01
15.	78/047327	FIREBIRD	2/8/01
16.	78/047515	JAGUAR	2/9/01

**SCHEDULE A  
REGISTRATIONS**

	<b>Reg. No.</b>	<b>Mark</b>	<b>Reg. Date</b>
1.	1016286	SPEEDVAC	7/22/75
2.	1546988	DRYTECH	7/11/89
3.	1558792	IONA	10/3/89
4.	1687058	FANTOM	5/12/92
5.	1752266	DESTINY	2/16/93
6.	1892569	INFINITY	5/2/95
7.	1958218	FANTOM TECHNOLOGIES	2/27/96
8.	2054030	FURY	4/22/97
9.	2058584	THE LIGHTWEIGHT HEAVYWEIGHT	5/6/97
10.	2082903	LIGHTNING	7/29/97
11.	2090404	THUNDER	8/26/97
12.	2135205	TWISTER	2/10/98
13.	2197225	STAIRHUGGER	10/20/98
14.	2197500	STRIKE	10/20/98
15.	2197702	FANTOM (stylized)	10/20/98
16.	2199393	STEPHUGGER	10/27/98
17.	2238107	FANTOM	4/13/99
18.	2266686	BLIZZARD	8/3/99
19.	2322894	THUNDER XT	2/29/00
20.	2369178	CROSSWIND	7/18/00
21.	2389152	SHOCKWAVE	9/26/00

**A S S I G N M E N T**

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**TO THE COMMISSIONNER OF PATENTS AND TRADEMARKS:**

WHEREAS **FANTOM TECHNOLOGIES INC.**, a Canada corporation whose full post office address is **P.O. Box 1004, WELLAND, Ontario L3B 5S1** (hereinafter referred to as **FANTOM**), is entered on the United States Patent and Trademark Office Register as the registered owner / applicant of the trademarks identified in Appendix "A" (hereinafter referred to as the "trademark");

WHEREAS **FANTOM TECHNOLOGIES INC.** filed for protection under the Canadian *Companies' Creditors Arrangement Act* on October 25, 2001.

WHEREAS **PRICEWATERHOUSECOOPERS INC.**, whose full post office address is **145 King Street West, TORONTO, Ontario M5H 1V8** (hereinafter referred to as the "Assignor") was appointed as interim receiver of Fantom pursuant to an Order of the Honourable Mr. Justice Farley of the Ontario Superior Court of Justice in Bankruptcy (Commercial List) dated October 25, 2001 as per the attached copy of the ORDER (A) RECOGNIZING AN ORDER ENTERED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND ADDING THE ENFORCEMENT THEREOF BY AUTHORIZING THE INTERIM RECEIVER TO ENTER INTO AGREEMENTS OF PURCHASE AND SALE WITH DYSON LIMITED AND EURO-PRO CORPORATION AND SELL CERTAIN ASSETS THEREUNDER AND (B) ORDERING THAT TITLE TO SUCH ASSETS SHALL VEST WITH THE PURCHASER FREE AND CLEAR OF ALL LIENS issued by the United States Bankruptcy Court Western District of New York.

WHEREAS **EURO-PRO CORPORATION**, a company incorporated in the Province of Québec, Canada, whose full post office address is **4400 Bois Franc, SAINT-LAURENT, Québec, Canada H4S 1A7** (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title and interest of Fantom in the U.S.A. in and to the trademarks:

NOW, THEREFORE, the Assignor declares as follows:

The Assignor, for and on behalf of Fantom, hereby assigns and transfers to the Assignee, without warranty as to the registrability or validity thereof, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Fantom's entire right, title and interest in and to the trademarks in the U.S.A. and the goodwill attached to the trademarks.

The assignment shall be binding upon the parties, their successors and permitted assigns.

The Assignor undertakes and agrees to execute, at the request and expense of the Assignee, such further assurances as may be reasonably required in order to permit the Assignee to obtain recording of this Assignment.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers at Montreal Canada, this 15 day of January, 2002.

**Pricewaterhouse Coopers Inc.,**

in its capacity as interim receiver of Fantom Technologies Inc., Fantom Technologies Direct, Inc., Fantom Technologies Intellectual Property, Inc., Fantom Technologies U.S.A., Inc. and Fantom Technologies Holdings, Inc. and not in its personal capacity

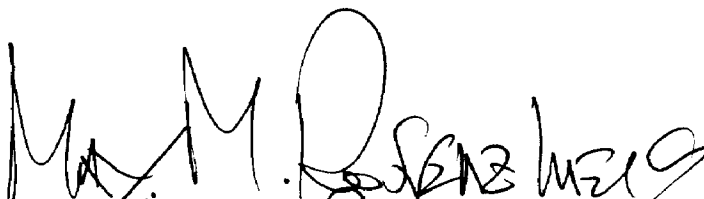
By:

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Name : Greg Watson  
Title : Senior Vice-President

**EURO-PRO CORPORATION**

By:



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Name : MAX. M. ROSENZWEIG.  
Title : PRESIDENT.

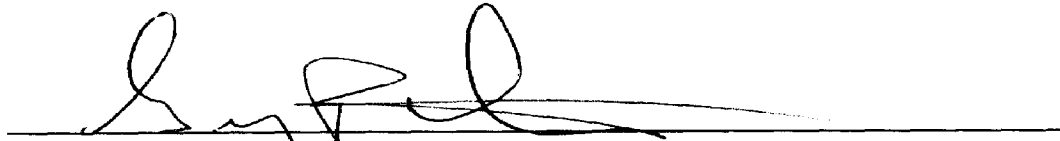
The Assignor undertakes and agrees to execute, at the request and expense of the Assignee, such further assurances as may be reasonably required in order to permit the Assignee to obtain recording of this Assignment.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and signed by their duly authorized officers at Toronto Canada, this 15 day of January, 2002.

**Pricewaterhouse Coopers Inc.,**

in its capacity as interim receiver of Fantom Technologies Inc., Fantom Technologies Direct, Inc., Fantom Technologies Intellectual Property, Inc., Fantom Technologies U.S.A., Inc. and Fantom Technologies Holdings, Inc. and not in its personal capacity

By:



Name : Greg Watson  
Title : Senior Vice-President

**EURO-PRO CORPORATION**

By:

\_\_\_\_\_  
Name :  
Title :

## APPENDIX "A"

Trademark	Application No	Registration No.
A FANTOM & DESIGN	76/215,429	N/A
BLIZZARD	-	2,266,686
CROSSWIND	-	2,369,178
DESTINY	-	1,752,266
DRYTECH	-	1,546,988
A (DESIGN)	76/215,435	N/A
FALCON	76/114,325	N/A
FANTOM	-	1,687,058
FANTOM	-	2,238,107
FANTOM & DESIGN	-	2,197,702
FANTOM	75/428,097	N/A
FANTOM	75/691,464	N/A
FANTOM & DESIGN	76/215,433	N/A
FANTOM TECHNOLOGIES	-	1,958,218
FIREBIRD	78/047,327	N/A
FURY	-	2,054,030
HAWK	76/215,428	N/A
HELIX	75/901,506	N/A
INFINITY	-	1,892,569
IONA	-	1,558,792
JAGUAR	78/047,515	N/A
LIGHTNING	-	2,082,903
QUICK BRAKE	75/803,063	N/A
SHOCKWAVE	-	2,389,152
SPEEDVAC	-	1,016,286
SQUEEZE 'N' GO	75/748,495	N/A
STAIRHUGGER	-	2,197,225
STEALTH	76/141,805	N/A
STEPHUGGER	-	2,199,393
STINGRAY	78/047250	N/A
STRIKE	-	2,197,500
THE DIFFERENCE IS CLEAN AND CLEAR	75/428,098	N/A
THE LIGHTWEIGHT HEAVYWEIGHT	-	2,058,584
THUNDER	-	2,090,404
THUNDER XT	-	2,322,894
TWISTER	-	2,135,205

**Trademark**

**Application No**

**Registration No.**

WILDCAT

78/047,320

N/A



JAN 11 2002 17:04 FR BUCHANAN INGERSOLL

7168530099 TO 14168657048

P.02/05

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK

In re: )  
 )  
 PricewaterhouseCoopers Inc. as )  
 Interim Receiver, Monitor and Foreign )  
 Representative of Fantom Technologies Inc., )  
 Fantom Technologies Intellectual Property, )  
 Inc., Fantom Technologies Direct, Inc., Fantom )  
 Technologies U.S.A., Inc. and Fantom )  
 Technologies U.S.A. Holdings, Inc. )  
 )  
 Debtors in a Foreign Proceeding.)

In a Proceeding Under  
 Section 304 of the  
 Bankruptcy Code

DOCKETED

Hon. Michael J. Kaplan

Case No. UT-10183 01-16783K

**ORDER (A) RECOGNIZING AN ORDER ENTERED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND AIDING THE ENFORCEMENT THEREOF BY AUTHORIZING THE INTERIM RECEIVER TO ENTER INTO AGREEMENTS OF PURCHASE AND SALE WITH DYSON LIMITED AND EURO-PRO CORPORATION AND SELL CERTAIN ASSETS THEREUNDER AND (B) ORDERING THAT TITLE TO SUCH ASSETS SHALL VEST WITH THE PURCHASERS FREE AND CLEAR OF ALL LIENS**

This matter has come before the Court on the motion (the "Motion") filed by PricewaterhouseCoopers Inc. in its capacity as interim receiver (the "Interim Receiver") of the Debtors for an Order pursuant to Section 304(b) of the Bankruptcy Code (A) recognizing Orders entered by the Ontario Superior Court Of Justice (the "Canadian Court") and aiding the enforcement thereof by authorizing the Interim Receiver to enter into an Agreement of Purchase and Sale with Dyson Limited (the "Dyson Agreement") and an Agreement of Purchase and Sale with Euro-Pro Corporation (the "Euro-Pro Agreement") and to sell certain assets of the Debtors thereunder and (B) to sell the assets of the Debtors under the Dyson Agreement (the "Dyson Property") and under the Euro-Pro Agreement (the "Euro-Pro Property"), free and clear of all interests, liens and other encumbrances against such assets. This Court has reviewed the Motion

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and all exhibits thereto, and considered the statements of counsel at the hearing on the Motion.

Based on the foregoing, the Court finds and concludes as follows:

1. The factors set forth in § 304(c) of the Bankruptcy Code weigh in favor of approving the Dyson Agreement and the sale of the Dyson Property to Dyson Limited and approving the Euro-Pro Agreement and the sale of the Euro-Pro Property to Euro-Pro Corporation as set forth more fully in the Motion and the agreements for the purchase and sale thereof attached as exhibits to the Motion;

2. Due and proper notice of the Motion has been given and no other notice is required; and

3. The provisions of § 304(b)(2) of the Bankruptcy Code weigh in favor of maintaining the jurisdiction of this Court over the sale proceeds attributable to the portion of the Dyson Property and the Euro-Pro Property located in the United States of America, so as to provide protection for any claim holders in the United States against prejudice and inconvenience in the processing of claims in a foreign proceeding.

**NOW, THEREFORE, IT IS HEREBY:**

**ORDERED**, that the Motion is hereby granted in its entirety; and it is further

**ORDERED**, that execution of the Dyson Agreement and the Euro-Pro Agreement by the Interim Receiver and the completion of the transactions contemplated therein are hereby approved and authorized; and it is further

**ORDERED**, that the Canadian Approval and Vesting Orders (as defined in the Motion) are hereby recognized by this Court in their entirety; and it is further

**ORDERED**, that title to the Dyson Property hereby vests in Dyson Limited free and clear of:

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- (i) all claims of the Debtors; and
- (ii) all liens, claims, security interests, encumbrances, mortgages, pledges, liabilities, conditional sales contracts or charges of any kind whatsoever, whether arising in Ontario, Canada or elsewhere, including, without limitation, the charges created pursuant to orders made in the Canadian proceedings, any interest of any person served with a copy of the Motion, and any person who received notice of the motion filed by the Interim Receiver in the Canadian proceedings prior to the entry of the Canadian Approval and Vesting Orders, or any other third-party claiming through the Debtors, including without limitation, parties holding liens, rights to claims, security interests, encumbrances, mortgages, pledges, liabilities, conditional sales contracts or charges of any kind whatsoever against the Debtors (collectively, the "Claims"); and it is further

**ORDERED**, that title to the Euro-Pro Property hereby vests in Euro Pro Corporation free and clear of all claims of the Debtors and all Claims; and it is further

**ORDERED**, that the foregoing vesting of the Euro-Pro Property and the Dyson Property shall be conditional upon the filing of an Interim Receiver's Certificate by the Interim Receiver with the Canadian Court, confirming that the sale of the Dyson Property and the Euro-Pro Property has been completed to the satisfaction of the Interim Receiver; and it is further

**ORDERED**, that any Claims shall attach only to the proceeds of the sale of the Dyson Property and Euro-Pro Property with the same priority as such Claims had against such property; and it is further

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ORDERED, that all parties holding Claims are permanently enjoined from seeking recourse against the Dyson Property and the Euro-Pro Property or otherwise interfering with the transfer of title free and clear of all liens and encumbrances pursuant to and in accordance with the Dyson Agreement and the Euro-Pro Agreement; and it is further

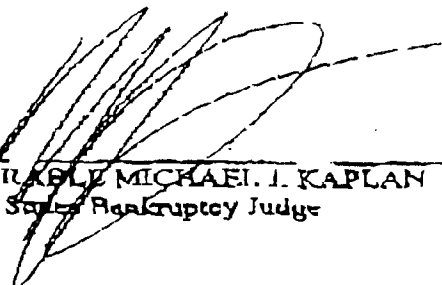
ORDERED, that, as under § 363(m) of the Bankruptcy Code, the validity of the sale to Dyson Limited and Euro-Pro Corporation shall not be affected by the reversal or modification of this order on appeal unless this order is stayed pending appeal; and it is further

ORDERED, that pending further order of this Court, the Interim Receiver shall hold the sale proceeds attributable to the portion of the Dyson Property and the Euro-Pro Property located in the United States of America in an account or accounts located in the United States of America, and such proceeds shall be deposited or invested in accordance with § 345 of the Bankruptcy Code.

ORDERED, that, pursuant to Rule 6004(g) of the Federal Rules of Bankruptcy Procedure, this Order shall not be stayed for a period of ten (10) days following its entry, but shall be effective and enforceable immediately upon the entry thereof

ENTERED- Buffalo, New York  
January 11, 2002

HONORABLE MICHAEL J. KAPLAN  
United States Bankruptcy Judge



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