

07-09-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

T U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Royal Appliance Mfg. Co.

7.3.02

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

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

2. Name and address of receiving party(ies)

Name: National City Bank

Internal Address: 1900 East Ninth Street

Street Address: Same

City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship Association National Bank General Partnership Limited Partnership Corporation-State 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 Merger Security Agreement Change of Name Other Security and Collateral Agreement

Execution Date: April 1, 2002

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

A. Trademark Application No.(s) Please see attached.

B. Trademark Registration No.(s) Please see attached.

Additional number(s) attached Yes No

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

Name: David B. Cochran, Esq.

Internal Address: Jones, Day, Reavis, & Pogue

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved:

105

7. Total fee (37 CFR 3.41): \$ 2,640.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501432 (Ref: 497400121045)

DO NOT USE THIS SPACE

9. Signature.

David B. Cochran Name of Person Signing

Signature

6/27/02 Date

39

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/09/2002 6TON11 00000208 501432 74156648 01 FC:481 40.00 CH 02 FC:482 2600.00 CH

TRADEMARK REEL: 2534 FRAME: 0560

# CONTINUATION OF ITEM 4

**Conveying Party:** Royal Appliance Mfg. Co.

**Nature of Conveyance:** Security Agreement and Collateral Agreement

**Receiving Party:** National City Bank

**Execution Date:** April 1, 2002

**Filing Date:** June 27, 2002

## Trademark Application Numbers

1. 74/156,648	22. 78/022,526
2. 74/596,043	23. 78/035,818
3. 75/704,932	24. 78/040,840
4. 75/811,920	25. 78/050,591
5. 75/812,260	26. 78/052,259
6. 75/869,780	27. 78/068,075
7. 75/872,788	28. 78/069,055
8. 75/930,977	29. 78/082,733
9. 76/048,340	30. 78/091,985
10. 76/055,513	31. 78/092,828
11. 76/060,064	32. 78/096,465
12. 76/060,067	33. 78/101,742
13. 76/060,765	34. 78/102,133
14. 76/061,020	35. 78/103,110
15. 76/061,022	36. 78/104,337
16. 76/062,328	37. 78/104,338
17. 76/201,152	38. 78/104,344
18. 76/357,549	39. 78/104,347
19. 78/061,301	40. 78/106,008
20. 78/013,949	41. 78/107,076
21. 78/019,899	42. 78/114,274

## Trademark Registration Numbers

1. 239,397	23. 1,608,903	45. 2,291,609
2. 296,972	24. 1,714,627	46. 2,300,874
3. 725,876	25. 1,725,235	47. 2,301,010
4. 725,877	26. 1,727,133	48. 2,305,996
5. 813,871	27. 1,740,518	49. 2,314,335
6. 813,872	28. 1,761,091	50. 2,383,636
7. 813,873	29. 1,761,093	51. 2,390,412
8. 1,031,337	30. 1,805,871	52. 2,396,580
9. 1,298,487	31. 1,943,283	53. 2,412,672
10. 1,355,143	32. 2,007,501	54. 2,416,154
11. 1,383,212	33. 2,075,133	55. 2,435,257
12. 1,388,910	34. 2,118,533	56. 2,438,485
13. 1,403,886	35. 2,131,455	57. 2,444,360
14. 1,417,923	36. 2,168,311	58. 2,447,986
15. 1,428,208	37. 2,173,436	59. 2,463,035
16. 1,440,316	38. 2,186,927	60. 2,466,327
17. 1,446,323	39. 2,198,797	61. 2,484,145
18. 1,490,855	40. 2,201,730	62. 2,508,732
19. 1,511,340	41. 2,213,641	63. 2,524,489
20. 1,533,966	42. 2,246,920	
21. 1,537,033	43. 2,265,175	
22. 1,557,678	44. 2,275,074	

Total Number of  
Applications and  
Registrations  
Involved: **105**

**AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT OF TRADEMARKS  
AND SECURITY AGREEMENT**

**THIS AGREEMENT**, dated as of April 1, 2002 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, "**this Agreement**"), between **ROYAL APPLIANCE MFG. CO.**, an Ohio corporation whose principal place of business is located at 650 Alpha Drive, Highland Heights, Ohio 44113 (herein, together with its successors and assigns, the "**Assignor**" or the "**Borrower**"), and **NATIONAL CITY BANK**, a national banking association whose principal place of business is located at National City Center, 1900 East Ninth Street, Cleveland, Ohio 44114, as collateral agent (herein, together with its successors and assigns in such capacity, the "**Collateral Agent**"), for the benefit of the Secured Creditors (as defined below):

**PRELIMINARY STATEMENTS:**

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (herein, as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "**Credit Agreement**"), among the Borrower, the financial institutions named as lenders therein (herein, together with their successors and assigns, the "**Lenders**"), and National City Bank, as the Administrative Agent (in such capacity, the "**Administrative Agent**") for the Lenders under the Credit Agreement.

(2) The Credit Agreement provides, among other things, for loans or advances or other extensions of credit to or for the benefit of the Borrower of up to \$70,000,000, with such loans or advances being evidenced by promissory notes (the "**Notes**", such term to include all notes and other securities issued in exchange therefor or in replacement thereof). The Credit Agreement also provides that one or more Letter of Credit Issuers may issue Letters of Credit for the benefit of the Borrower and/or any of its Subsidiaries, and that the Lenders will risk participate in such Letters of Credit.

(3) The Borrower or any of its Subsidiaries may from time to time be party to one or more Designated Hedge Agreements (as defined in the Credit Agreement) and other Designated Hedge Documents (as defined herein). Any Lender or any affiliate of a Lender, and their respective successors and assigns, that is a counterparty to the Borrower or any of its Subsidiaries or Affiliates pursuant to any Designated Hedge Document is referred to herein individually as a "**Designated Hedge Creditor**" and collectively as the "**Designated Hedge Creditors**".

(4) This Agreement is made for the benefit of the Administrative Agent, the Collateral Agent, each Letter of Credit Issuer, the Lenders and the Designated Hedge Creditors (any or all of the foregoing, together with their respective successors and assigns, individually a "**Secured Creditor**" and collectively, the "**Secured Creditors**").

(5) It is a condition precedent to the making of Loans and the issuance of, and participation in, Letters of Credit under the Credit Agreement that the Assignor shall have executed and delivered to the Collateral Agent this Agreement.

(6) The Assignor will obtain benefits from the incurrence of the Credit Document Obligations and the Designated Hedge Document Obligations (as such terms are hereafter defined) and, accordingly, desires to execute this Agreement in order to satisfy the condition described in the preceding paragraph and to induce the Secured Creditors to extend the Credit Document Obligations and the Designated Hedge Document Obligations.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Collateral Agent and the other Secured Creditors and hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

**1. Defined Terms.** Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement. The following terms shall have the meanings herein specified unless the context otherwise requires:

**“Credit Document Obligations”** means and includes:

(i) the principal of and interest on the Notes issued by, and the Loans made to, the Borrower under the Credit Agreement,

(ii) all reimbursement obligations and Unpaid Drawings with respect to Letters of Credit issued under the Credit Agreement, and

(iii) all other obligations and liabilities owing by the Borrower and the other Credit Parties to the Administrative Agent, the Collateral Agent, any Letter of Credit Issuer or any of the Lenders under the Credit Agreement and the other Credit Documents to which the Borrower or any other Credit Party is now or may hereafter become a party (including, without limitation, indemnities, Fees and other amounts payable thereunder), whether primary, secondary, direct, contingent, fixed or otherwise,

in all cases whether now existing, or hereafter incurred or arising, including any such interest or other amounts incurred or arising during the pendency of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under section 362(a) of the Bankruptcy Code.

**“Designated Hedge Document”** means and includes (i) each Designated Hedge Agreement to which the Borrower or any of its Subsidiaries is now or may hereafter become a party, and (ii) each confirmation, transaction statement or other document executed and delivered in connection therewith to which the Borrower or any of its Subsidiaries is now or may hereafter become a party.

**“Designated Hedge Document Obligations”** means and includes all obligations and liabilities owing by the Borrower or any of its Subsidiaries under all existing and future Designated Hedge Documents, in all cases whether now existing, or hereafter incurred or arising, including any such amounts incurred or arising during the pendency of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under section 362(a) of the Bankruptcy Code.

**“Event of Default”** means any Event of Default under, and as defined in, the Credit Agreement, or any payment default, after any applicable grace period, under any Designated Hedge Document.

**“Secured Obligations”** means and includes:

(i) the Assignor’s primary obligations in respect of all Credit Document Obligations as to which it is a primary obligor;

(ii) the Assignor's surety obligations as a guarantor in respect of all Credit Document Obligations as to which any of its Subsidiaries or Affiliates is a primary obligor;

(iii) the Assignor's primary obligations in respect of all Designated Hedge Document Obligations as to which it is a primary obligor;

(iv) the Assignor's surety obligations as a guarantor in respect of all Designated Hedge Document Obligations as to which any of its Subsidiaries is a primary obligor;

(v) any and all sums advanced by the Collateral Agent in compliance with the provisions of this Agreement or any of the other Credit Documents in order to preserve the Collateral of the Assignor or to preserve or protect its security interest in such Collateral, including, without limitation, sums advanced to pay or discharge insurance premiums, taxes, Liens and claims; and

(vi) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Assignor referred to in clauses (i) through (v) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral of the Assignor, or of any exercise by the Collateral Agent of its rights hereunder in respect of the Assignor or its Collateral, together with reasonable attorneys' fees and court costs.

The term "**Secured Obligations**" shall include extensions of credit of the types described above, whether outstanding on the date of this Agreement or extended from time to time after the date of this Agreement.

**2. Assignment and Grant of Security Interest.** (a) As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following (hereafter collectively called the "**Collateral**");

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Ohio) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all of the above.

(b) Unless an Event of Default shall have occurred and be continuing, the Collateral Agent hereby grants to the Assignor, without representation or warranty of any kind, express or implied, the exclusive, nontransferable (except as otherwise provided herein) right and license to use the Collateral, for the Assignor's own benefit and account. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignor in this paragraph, other than in the ordinary course of business, without the prior written consent of the Collateral Agent, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Borrower may license its rights under the "Telezapper" trademark (the "Telezapper Mark License") to a third party without the prior written consent of the Collateral Agent provided Borrower complies with section 5.2(g) of the Credit Agreement. Collateral Agent acknowledges and agrees that upon an Event of Default by Borrower under the Credit Agreement, so long as the licensee under the Telezapper Mark License continues to observe and perform all of the terms, covenants and conditions of the Telezapper Mark License to be observed and performed by such licensee thereunder, Collateral Agent shall not amend, modify, terminate or nullify the Telezapper Mark License without the prior written consent of such licensee thereunder; provided, however, that nothing herein is intended to impair or limit the Collateral Agent's rights under and to the Telezapper Mark License, including the right to sell and transfer such rights as provided in this

Agreement, subject to the limitations contained in this paragraph. Upon the occurrence and during the continuance of any Event of Default, the Assignor's license with respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to the Assignor of such termination, and the Collateral Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

**3. Continuing Liability.** The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Collateral Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Collateral Agent shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Collateral Agent or the receipt by the Collateral Agent of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

**4. Remedies.** If an Event of Default has occurred and is continuing, the Collateral Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Assignor expressly agrees that in any such event the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Collateral Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations in accordance with section 10.3 of the Credit Agreement, the Assignor remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Collateral Agent shall remit any surplus net proceeds to the Assignor (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Collateral Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Assignor, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Assignor waives all claims, damages and demands against the Collateral Agent arising out of the repossession, retention or sale of the Collateral. The Assignor agrees that the Collateral Agent need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

**5. Grant of License to Use Intangibles.** For the purpose of enabling the Collateral Agent to exercise rights and remedies under section 4 hereof at such time as the Collateral Agent, without regard to this section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Assignor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Assignor) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Assignor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**6. Representations and Warranties, etc.** The Assignor agrees that it will at its expense forever warrant and, at the Collateral Agent's request defend the Collateral Agent's and the Assignor's respective interests in the Collateral from any and all claims and demands of any other person, and that it will not grant, create or permit to exist any Lien upon or security interest in the Collateral in favor of any other person except as expressly permitted under section 9.3 of the Credit Agreement. The Assignor represents and warrants to the Collateral Agent that: (a) the Assignor has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms, (c) the making and performance by the Assignor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Assignor's certificate of articles of incorporation or by-laws (or code of regulations), and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Collateral Agent) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Assignor or to any of the assets of the Assignor to which the Assignor is a party or by which the Assignor or any of the assets of the Assignor may be bound or affected, (d) so long as the Secured Obligations remain outstanding, the Assignor at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and (e) this Agreement grants to the Collateral Agent a first priority lien upon and first priority perfected secured interest in the Collateral subject to no lien or security interest except as expressly permitted under section 9.3 of the Credit Agreement.

**7. Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under section 12.3 of the Credit Agreement.

**8. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**9. No Waiver; Cumulative Remedies.** The Collateral Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Collateral Agent, and then only to the extent therein set forth. A waiver by the Collateral Agent or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Collateral Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are



cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

**10. Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

**11. Limitations by Law.** All rights, remedies and powers provided by sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

**12. Successors and Assigns.** This Agreement shall be binding upon the Assignor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of the Collateral Agent and the Secured Creditors and their respective successors and assigns. Nothing herein is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement.

**13. Obligations Absolute.** The obligations of each Assignor under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, other than indefeasible payment in full of, and complete performance of, all of the Secured Obligations, including, without limitation:

(i) any renewal, extension, amendment or modification of, or addition or supplement to or deletion from other Credit Documents or any Designated Hedge Document, or any other instrument or agreement referred to therein, or any assignment or transfer of any thereof;

(ii) any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such agreement or instrument or this Agreement except as expressly provided in such renewal, extension, amendment, modification, addition, supplement, assignment or transfer;

(iii) any furnishing of any additional security to the Collateral Agent or its assignee or any acceptance thereof or any release of any security by the Collateral Agent or its assignee;

(iv) any limitation on any person's liability or obligations under any such instrument or agreement or any invalidity or unenforceability, in whole or in part, of any such instrument or agreement or any term thereof;

(v) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Assignor or any Subsidiary of the Assignor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, whether or not the Assignor shall have notice or knowledge of any of the foregoing; or

(vi) any other event or circumstance which, but for this provision, might release or discharge a guarantor or other surety from its obligations as such.

**14. Termination and Reassignment.** After the termination of the Total Commitment and all Designated Hedge Documents, when no Note nor Letter of Credit is outstanding and when all Loans and other Secured Obligations (other than unasserted indemnity obligations) have been paid in full, this Agreement shall terminate, and the Collateral Agent, at the request and expense of the Assignor, will execute and deliver to the Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly reassign (without representation or warranty) to the Assignor the Assignor's property and rights assigned hereby.

**15. Reference to Separate Security Agreement.** This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors (as defined therein). In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

**16. Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Ohio.

**17. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.


**18. Amendment and Restatement.** This Agreement amends and restates the Collateral Assignment of Trademarks and Security Agreement dated as of March 7, 2000 (the "*Original Trademark Agreement*"). The execution of this Agreement shall not constitute a novation of any obligations, liabilities or indebtedness existing under the Original Trademark Agreement, which obligations, liabilities and indebtedness shall remain outstanding and shall be governed by the terms of this Agreement.

**19. Jury Trial Waiver.** THE ASSIGNOR AND THE COLLATERAL AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE COLLATERAL AGENT AND THE ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THE ASSIGNOR AND THE COLLATERAL AGENT HEREBY (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGE THAT IT AND THE OTHER PERSONS PARTY HERETO OR BENEFITTED HEREBY HAVE BEEN INDUCED TO ENTER INTO OR ACCEPT THE BENEFITS OF THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

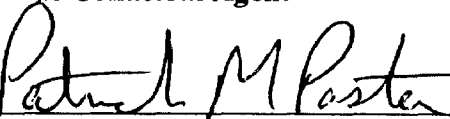
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ROYAL APPLIANCE MFG. CO.**

By:   
Richard G. Vasek  
Chief Financial Officer

**NATIONAL CITY BANK,  
*as Collateral Agent***

By:   
Patrick M. Pastore  
Vice President

**Schedule A  
to  
Collateral Assignment of  
Trademarks  
and Security Agreement**

**TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.  
REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE:**

ROYAL APPLIANCE MANUFACTURING CO.  
ISSUED AND PENDING U.S. AND FOREIGN TRADEMARKS

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
DIRT DEVIL	002	US United States		(9) electrical vacuum cleaners for both domestic and industrial use	411,149 1,298,487	01/27/83 10/02/84
DIRT DEVIL	002	AF OIPA		Benin, Burkinafaso, Cameroon, Central African Republic, Congo, Gaban, Guinea, Ivory Coast, Mali, Mauritania, Niger Senegal Tchad and Togo	83759 34251	08/19/94 08/19/94
DIRT DEVIL	002	AL Algeria			589,162	06/16/92
DIRT DEVIL	002	AR Argentina			1,864,915 1,500,438	12/09/92 01/31/94
DIRT DEVIL	002	AS (Int) Austria	R.A.L. - TM License - 11/30/95		589,162	06/16/92 09/21/92
DIRT DEVIL	002	AU Australia			465,991 A465,991	05/27/87
DIRT DEVIL	002	BA Barbados		(9) electrical vacuum cleaners for both domestic and industrial use.	P.2056 81/11220	09/30/94 11/04/99
DIRT DEVIL	002	BN Benelux	R.A.L. - TM License - 11/30/95		698,236 433,962	05/27/87 05/27/87
DIRT DEVIL	002	CA Canada			516,988 317,339	02/15/84 08/15/86 08/15/01R
DIRT DEVIL	002	CEA Central America	Costa Rica, Guatemala, Nicaragua, Honduras, Panama	(See separate entries)		

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DIRT DEVIL	002	CH Chile			347,064 482,703	06/25/96 03/20/97
DIRT DEVIL	002	CN China		originally 2 classes (9 and 11) merged into one application for renewal (Class 07)	8936444 531,721	10/16/89 10/20/90
DIRT DEVIL	002	CN China		Class 7 Renewal	8936445 531,555 2000006643	10/16/89 10/20/90 07/07/00
DIRT DEVIL	002	CR *Costa Rica Cen.America			90181	02/16/95
DIRT DEVIL	002	CU Cuba (Inter)	R.A.L.		?? 589,162	?? 09/21/92
DIRT DEVIL	002	CY Cyprus			40229 40229	05/04/94 05/04/94
DIRT DEVIL	002	CZ (Int) Czech.	R.A.L. -		?? 589,162	06/16/92 09/21/92
DIRT DEVIL	002	DE Denmark	R.A.L.		5652/91 VR06.098 1992	08/12/91 07/10/92
DIRT DEVIL	002	DR Dominican Republic			R74764	11/15/94
DIRT DEVIL	002	EL El Salvador			R40BOOK52	04/14/97
DIRT DEVIL	002	FG French Guyana		French Reg. covers FG		

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DIRT DEVIL	002	FI Finland			3713/91 132544	08/12/91 06/20/94
DIRT DEVIL	002	FR France			720,239 1,289,0173	11/08/84 11/08/84
DIRT DEVIL	002	GB Gt. Britain			1,228,469 1,228,469	10/18/84 10/18/84
DIRT DEVIL	002	GE W. Germany	R.A.L.		R42511/9W2 1,079,987	11/02/84 07/29/85
DIRT DEVIL	002	GU *Guatemala Cen. America			5831/94 77992	08/30/94 04/25/96
DIRT DEVIL	002	HK Hong Kong			05971/94	05/30/94
DIRT DEVIL	002	HN *Honduras Cen. America			6614/94 62839	09/02/94 09/06/95
DIRT DEVIL	002	HU Hungary	R.A.L. -		?? 589,162	06/16/92 09/21/92
DIRT DEVIL	002	IC Iceland			1157/1992 2/1994	11/24/92 01/27/94
DIRT DEVIL	002	ID Indonesia		Class 09 class 18 class 25 class 28	324222 324219 324220 324221	01/06/95 01/06/95 01/06/95 01/06/95
DIRT DEVIL	002	IN India			568,563 568,563	02/28/92 02/28/99

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DIRT DEVIL	002	INT International (countries?)	R.A.L.		589,162	06/16/92 09/21/92
DIRT DEVIL	002	IR Ireland			91/6372 146,517	12/23/91 03/22/94
DIRT DEVIL	002	IT Italy			20596C/87 512,186	06/05/87 06/05/87
DIRT DEVIL	002	JA Japan			62-6175/1987 2,241,572 renewed	05/28/87 06/28/90 06/28/00
DIRT DEVIL	002	KO S.Korea			87-10887 161593	05/29/87 11/03/88
DIRT DEVIL	002	KU Kuwait			27705	12/12/94
DIRT DEVIL	002	LI Liechtenstein	R.A.L.		?? 589,162	06/16/92 09/21/92
DIRT DEVIL	002	MA Malaysia			MA/74/92 92000074	01/08/92 01/08/92
DIRT DEVIL	002	MC Monaco			?? 589,162	06/16/92 09/21/92
DIRT DEVIL	002	MD Macedonia	R.A.L.		?? 589,162	06/16/92 09/21/92
DIRT DEVIL	002	ME Mexico		electrical apparatus, machines and their parts	25943 375,378	05/29/87 04/17/90
DIRT DEVIL	002	MG Mongolia	R.A.L.		?? 589,162	06/16/92 09/21/92



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DIRT DEVIL	002	MO Morocco	R.A.L.		?? 589,162	06/16/92 09/21/92
DIRT DEVIL	002	MT Malta & Gozo			23488	08/03/94
DIRT DEVIL	002	NG *Nicaragua Cen America			2198/94 27772cc	08/30/94 02/28/95
DIRT DEVIL	002	NO Norway	R.A.L.		91,4037 154,184	08/12/91 12/23/92
DIRT DEVIL	002	NZ New Zealand			215,572 215,572	01/10/92 12/23/94
DIRT DEVIL	0002	PA *Panama Cen America				
DIRT DEVIL	002	PA Paraguay			20,010 163,153	12/14/92 08/11/93
DIRT DEVIL	002	PK Pakistan			115890 115890	06/09/92 06/09/99
DIRT DEVIL	002	PN Panama			71999 71999	08/02/94 01/10/96
DIRT DEVIL	002	PO Portugal	R.A.L.		589,162	06/16/92 09/21/92
DIRT DEVIL	002	SA South Africa			0092/0090 92/0090	01/07/920 1/07/92
DIRT DEVIL	002	SD Swedish			87-04394 213029	06/04/87 02/17/89
DIRT DEVIL	002	SI Singapore			3540194	05/04/94

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DIRT DEVIL	002	SL Slovenia	R.A.L.		589,162	06/16/92 09/21/92
DIRT DEVIL	002	SM San Marino	R.A.L.		589,162	06/16/92 09/21/92
DIRT DEVIL	002	SN Sudan			589,162	06/16/92 09/21/92
DIRT DEVIL	002	SO Saudia Arabia		(file located in storage box 1132)	not filed	
DIRT DEVIL	002	SP Spain			1,203,573 1,203,573	07/15/87 06/06/88
DIRT DEVIL	002	SW Switzerland	R.A.L.		589,162	06/16/92 09/21/92
DIRT DEVIL	002	TA Taiwan			(76)049650 419793	09/15/87 11/01/88
DIRT DEVIL	002	TH Thailand			225,603 22560	03/19/92
DIRT DEVIL	002	TU Turkey				
DIRT DEVIL	002	UN Russia R.A.L.			589,162	06/16/92 09/21/92
DIRT DEVIL	002	UR Uruguay			259,316 259,316	05/14/93
DIRT DEVIL	002	VI Vietnam R.A.L.			589,162	06/16/92 09/21/92

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DIRT DEVIL	002	YU Yugoslavia			589,162	06/16/92 09/21/92
REGAL	015	US		(9)electric suction cleaners	256,522 239,397	10/24/27 03/06/28
ROYAL	018	US		(9) electrically operated suction cleaners	71/324,664 296,972	03/01/32 08/30/32
ROYAL & DESIGN	033	US		(07) electrically operated suction cleaners and parts thereof	72/115,969 725,876	03/17/61 01/02/62
ROYAL & DESIGN	034	US		(07) electrically operated suction cleaners and parts thereof	72/115,970 725,877	03/17/61 01/02/62
ROYAL PRESTIGE	035	US		(21) electrically operated suction cleaners	224,888 813,871	08/03/65 08/30/66
ROYAL IMPERIAL	036	US		(9) electrically operated suction cleaners	224,889 813,872	08/03/65 08/30/66
GALAXIE PRESTIGE	037	US		(9) electrically operated suction cleaners	224,890 813,873	08/03/65 08/30/66
ROYAL & DESIGN	039 I	US		(07) electrical vacuum cleaners for both domestic and industrial use	76/011,466 2,444,360	03/28/00 04/17/01
ROYAL & DESIGN	039	FRance,GRreece Italy,NORway,Tu rkey		applications never filed- GR file in file room TU file in storage box 1132 (cannot locate other files)		
ROYAL(Quality Service) & CROWN DESIGN	040	CA Canada		electric vacuum cleaners	104/24706	06/30/19
ROYAL (Script)	041	CA Canada		(1)vacuum cleaning apparatus, vibrators for massage purposes and hair driers, driven by electric motors or otherwise, and the accompanying tools and parts thereof (2) Floor polishers; floor polisher attachments for suction cleaners; food mixers and attachments therefor; sprayers	086,336 87/ 21274	12/03/15
LE DIABLOTIN	046	CA Canada		vacuum cleaners and parts therefor	528,822 317,231	09/21/84 08/08/86

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
LE DIABLOTIN	046	FR France		(9) vacuum cleaners and parts therefor	720,425 1,289,186	11/09/84 11/09/84
DIRT DEVIL PLUS	050	US		(9) electrical vacuum cleaners for both domestic and industrial use	521,117 1,355,143	02/07/85 08/20/85
DIRT DEVIL PLUS	050	CA Canada		(9) electrical vacuum cleaners	677,269 404,560	03/05/91 11/06/92
THE ORIGINAL REVOLVING BRUSH HAND-HELD VACUUM CLEANER*	070	US		Supplemental -(9) electrical vacuum cleaners for both domestic and industrial use	548,711 1,417,923	09/09/86 11/18/86
SERIES 500*	071	US		(9) electrical vacuum cleaners for both domestic and industrial use	548,710 1,383,212	07/08/85 02/18/86
PRINCE	073	US		(9) electrical vacuum cleaners for both domestic and industrial	552,372 1,388,910	08/08/85 04/08/86
PRINCE II	078	US		(9) electrical vacuum cleaners for both domestic and industrial	578,979 1,403,886	01/22/86 08/05/86
ADJUST-O- RITE and Design	083	US		(9) nozzle height setting indicators being component parts of electric vacuum cleaners for both domestic and industrial use	597,328 1,428,208	05/07/86 02/10/87
TOSS-OUT	087	US		(16) disposable dirt bags for use with electrical vacuum cleaners for both domestic and industrial use	597,620 1,446,323	05/08/86 07/07/87
BROOM VAC	089	US		Supplemental (9) electrical vacuum cleaners for both domestic and industrial use	607,303 1,440,316	03/11/87 05/19/87
	089 I	US		Principal electrical vacuum cleaners for both domestic and commercial use	74/608,349 2,007,501	12/08/94 10/15/96
BROOM VAC	089	JA Japan		electrical vacuum cleaners	1-101792 2,453,461	09/08/89 09/30/92
ROYAL	092	US			55,388 1,031,337	06/17/75 01/27/76

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FRONT/SIDE VIEWS OF NOZZLE BODY, HOSE PORT AND BUMPER STRIP	097	US		(9) hand-held vacuum cleaners	623,908 1,533,966	10/03/86 04/11/89
THE HAND-HELD VACUUM THAT PICKS UP WHERE THE OTHERS LEAVE OFF	103	US		(9) electrical vacuum cleaners for both domestic and industrial use	707,568 1,557,678	01/25/88 09/26/89
THANK HEAVEN FOR THE DIRT DEVIL PLUS	105	US		(9) electrical vacuum cleaners for both domestic & industrial use	641,901 1,490,855	01/29/87 06/07/88
CAN VAC	118	US		Supplemental (9) electrical vacuum cleaners for domestic use	674,719 1,511,340	07/27/87 11/01/88
CAN VAC	118	JA Japan		electrical vacuum cleaners for domestic use	1,101,794 2,453,462	09/08/89 09/03/92
PUT THE POWER OF AN UPRIGHT IN THE PALM OF YOUR HAND	121	US		Supplemental (9) electrical vacuum cleaners for both domestic and industrial use	704,738 1,537,033	01/11/88 04/25/89
PUT THE POWER OF AN UPRIGHT IN THE PALM OF YOUR HAND	121	CA Canada		electrical vacuum cleaners	677,268 424,506	03/05/91 03/04/94
RED HOT CLEANING POWER	134	CA Canada			677,461 420,943	03/05/91 12/17/93
QUALITY VACUUM CLEANERS SINCE 1905	138 inactive	US		(9) electric vacuum cleaners for both domestic and industrial use	73794,733 1,608,903	04/21/89 08/07/90
	138 I	Refiled Servicemark		(35) electric vacuum cleaners for both domestic and industrial use		03/27/00
PRO SERIES	140	US		(9) vacuum cleaners for both domestic and industrial use	73794,518 1,943,283	04/15/89 12/26/95

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POWER EDGER	160	CA			677,463 478,964	03/05/91 07/24/97
DIRT DEVIL UPRIGHT	161	AT Austria	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	2,000,919 569,638	04/03/91 04/03/91
DIRT DEVIL UPRIGHT	161	BN Benelux	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H. (Belgium, Luxembourg, Netherlands)	2,000,919 569,638	04/03/91 04/03/91
DIRT DEVIL UPRIGHT	161	CA Canada			677,267 418,460	03/05/91 10/22/93
DIRT DEVIL UPRIGHT	161	CZ Czech Repub.	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	2,000,919 569,638	04/03/91 04/03/91
DIRT DEVIL UPRIGHT	161	DK Denmark	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	5453/91 VR04912. 1991	08/02/91 06/05/92
DIRT DEVIL UPRIGHT	161	FI Finland			3600/91 132098	08/02/91 05/20/94
DIRT DEVIL UPRIGHT	161	HU Hungary	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	2,000,919 569,638	04/03/91 04/03/91
DIRT DEVIL UPRIGHT	161	INT International	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 569,638	?? 04/03/91
DIRT DEVIL UPRIGHT	161	IT Italy	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 569,638	?? 04/03/91
DIRT DEVIL UPRIGHT	161	LI Liechtenstein	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	2,000,919 569,638	04/03/91 04/03/91
DIRT DEVIL UPRIGHT	161	NO Norway	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	91,3912 154,539	08/02/91 01/14/93
DIRT DEVIL UPRIGHT	161	PO Portugal	R.A.L.??	assignee: Royal Appliance Luxembourg S.A.H.	2,000,919 569,638	04/03/91 04/03/91

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
DIRT DEVIL UPRIGHT	161	RU Russia	R.A.L.??	assignee: Royal Appliance Luxembourg S.A.H.	?? 569.638	04/03/91
DIRT DEVIL UPRIGHT	161	SD Sweden			91-6601 253.288	08/02/91 11/12/93
DIRT DEVIL UPRIGHT	161	SP Spain	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 569.638	04/03/91
DIRT DEVIL UPRIGHT	161	SV Slovakia	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 569.638	04/03/91
DIRT DEVIL UPRIGHT	161	SW Switzerland	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 569.638	04/03/91
DIRT DEVIL UPRIGHT	161	YU Yugoslavia	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 569.638	04/03/91
ROYAL	163	FR France	R.A.L.		181389 1570919	01/18/90 01/18/90
ROYAL	163	SD Sweden			90-0198 246.709	01/10/90 02/19/93
THE ALL-IN-ONE CLEANER THAT CLEANS IT ALL	171	CA Canada			677,271 494,608	03/05/91 05/14/98
DIRT DEVIL HANDY	172	DE or (DK) Denmark			9115/91 VR 3001/1993	12/23/91 04/23/93
DIRT DEVIL HANDY	172	GW Germany	R.A.L.		1,156,671	03/28/90
DIRT DEVIL HANDY	172	GB Gt. Britain			1,486,479 1,486,479	12/27/91 09/17/93
DIRT DEVIL HANDY	172	INT International	R.A.L.	(Austria, Benelux, France, Germany, Italy, Portugal, Spain, Switzerland)		

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
DIRT DEVIL HANDY	172	IR Ireland			91/6373 146,518	12/23/91 03/22/94
DIRT DEVIL BROOMY	174	AS Austria	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL BROOMY	174	BN Benelux	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL BROOMY	174	DE W. Germany	R.A.L.		R48862/9Wz 1155144	01/10/90 02/03/90
DIRT DEVIL BROOMY	174	DE-E E. Germany	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL BROOMY	174 (9)	DK Denmark	R.A.L.		9113/91 VR2999/1993	12/23/91 04/23/93
DIRT DEVIL BROOMY	174	FI Finland			6166/91 200007	12/20/91 04/30/96
DIRT DEVIL BROOMY	174	FR France	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL BROOMY	174	GB Gt. Britain			1,486,478 1,486,478	12/27/91 07/23/93
DIRT DEVIL BROOMY	174	INT International	R.A.L.		1,155,144 556.685	06/20/90 6/20/90
DIRT DEVIL BROOMY	174	IR Ireland			91/6374 146,519	12/23/91 12/23/98
DIRT DEVIL BROOMY	174	IT Italy	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL BROOMY	174	NO Norway			91.6408 168.169	12/20/91 6/15/95



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DIRT DEVIL BROOMY	174	SD Sweden			91-11018 251.151	12/20/91 08/27/93
DIRT DEVIL BROOMY	174	SP Spain	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL BROOMY	174	SW Switzerland	R.A.L.		1,155,144 556.685	06/20/90 06/20/90
DIRT DEVIL FLEXY	180	AS	R.A.L.		?? 561.619	10/02/90
DIRT DEVIL FLEXY	180	BN	R.A.L.		?? 561.619	10/02/90
DIRT DEVIL FLEXY	180	DE W. Germy	R.A.L.		R49256/9Wz 1159640	04/10/90 06/01/90
DIRT DEVIL FLEXY	180	DE-E E. Germany	R.A.L.		?? 561.619	10/02/90
DIRT DEVIL FLEXY	180	DK Denmark			9114/91 VR3000/1993	12/23/91 04/23/93
DIRT DEVIL FLEXY	180	FI Finland			6156/91 139751	12/20/91 06/15/95
DIRT DEVIL FLEXY	180	FR France	R.A.L.		?? 561.619	10/02/90
DIRT DEVIL FLEXY	180	GB Gt. Britain			1486482 1486482	12/27/91 12/27/91
DIRT DEVIL FLEXY	180	INT International	R.A.L.		?? 561.619	10/02/90
DIRT DEVIL FLEXY	180	IT Italy	R.A.L.		?? 561.619	10/02/90

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DIRT DEVIL FLEXY	180	IR Ireland			91/6375 146,520	12/23/91 03/22/94
DIRT DEVIL FLEXY	180	NO Norway			91.6409 168.170	12/20/91 06/15/95
DIRT DEVIL FLEXY	180	SD Sweden			91-11019 251.152	12/20/91 08/27/93
DIRT DEVIL FLEXY	180	SP Spain	R.A.L.		?? 561.619	10/02/90
DIRT DEVIL FLEXY	180	SW Switzerland	R.A.L.		?? 561.619	10/02/90
BIG CLEANING POWER IN A COMPACT PACKAGE	185 (9)	US		electrical vacuum cleaners	74/111,805 1,727,133	10/31/90 10/27/92
MIS. DESIGN (RED)	195	US		(9) hand-held vacuum cleaners	74/156,648	04/12/91
SIGNATURE SERIES*	196	US		(9) electrical vacuum cleaners for domestic and commercial use	74/111,639 1,740,518	11/02/90 12/15/92
THE ALL-IN-ONE CLEANER THAT CLEANS AND FILTERS IT ALL	200	US		(9) electrical vacuum cleaners	74/128,954 1,714,627	01/09/91 09/08/92
CONFIGURATION OF A HAND-HELD VACUUM CLEANER IN RED	205	US		(7) hand-held vacuum cleaners	74/153,266 1,761,093	04/02/91 03/30/93
CONFIGURATION OF A HAND-HELD VACUUM CLEANER PRODUCT	206	US		(7) hand-held vacuum cleaners	74/152,365 1,761,091	03/29/91 03/30/93
DIRT DEVIL EXCLUSIVE LINE	211	AT Austria	R.A.L.		?? 580.254	11/26/91

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DIRT DEVIL EXCLUSIVE LINE	211	BN Benelux	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	CZ Czech Repub.	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	DK Denmark	R.A.L.		5037/91 VR4453/1992	07/16/91 05/22/92
DIRT DEVIL EXCLUSIVE LINE	211	FI Finland			3310/91 129500	07/15/91 12/20/93
DIRT DEVIL EXCLUSIVE LINE	211	HU Hungary	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	INT International	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	IT Italy	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	LI Lichtenstein	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	NO Norway	R.A.L.		91.3589 154.906	07/16/91 01/29/93
DIRT DEVIL EXCLUSIVE LINE	211	RU Russia	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	SD Sweden			91-6181 251.956	07/16/91 09/24/93
DIRT DEVIL EXCLUSIVE LINE	211	SP Spain	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL EXCLUSIVE LINE	211	SW Switzerland	R.A.L.		?? 580.254	11/26/91

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
DIRT DEVIL EXCLUSIVE LINE	211	YU Yugoslavia	R.A.L.		?? 580.254	11/26/91
DIRT DEVIL SWEEPER	217	CA Canada			423.250	
ANNIVERSARY EDITION	219	US		(9) electrical vacuum cleaners	74/195,704 1,725,235	08/19/91 10/20/92
FIRST NAME IN FLOOR CARE	227 I	US		(9) electric vacuum cleaners for both domestic and industrial use	74/462,460 2,463,035	11/23/93 06/26/01
DIRT DEVIL	261	US		(9) electrical vacuum cleaners for both domestic and industrial use	74/305,946 1,805,871	08/20/92 11/23/93
FANCIFUL DESIGN (DD CHARACTER)	274	AT Austria	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	BN Benelux	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	CA Canada			754,817	05/16/94
FANCIFUL DESIGN (DD CHARACTER)	274	CZ Czech Repub.	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	DK Denmark	R.A.L.		2537/1993 VR05.673 1993	4/16/93 04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	EG Egypt	R.A.L.		?? 602.451	04/16/93

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
FANCIFUL DESIGN (DD CHARACTER)	274	FI Finland	R.A.L.		1696/93 134.202	04/19/93 09/20/94
FANCIFUL DESIGN (DD CHARACTER)	274	FR France	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	HU Hungary	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	INT International	R.A.L.		602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	IT Italy	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	MD Macedonia	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	ME Mexico			202234	08/24/94
FANCIFUL DESIGN (DD CHARACTER)	274	PT Portugal	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	SD Sweden			93-03583 256.133	4/16/93 03/04/94
FANCIFUL DESIGN (DD CHARACTER)	274	SI Slovenia	R.A.L.		?? 602.451	04/16/93

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
FANCIFUL DESIGN (DD CHARACTER)	274	SP Spain	R.A.L.		? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	SW Switzerland	R.A.L.		?? 602.451	04/16/93
FANCIFUL DESIGN (DD CHARACTER)	274	YU Yugoslavia	R.A.L.		?? 602.451	04/16/93
DIRT DEVIL ECLIPSE	284	AT Austria	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	BN Benelux	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	CZ Czech Repub.	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	DE W.Germany	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	R53258/9Wz 2033663	12/22/92 03/30/93
DIRT DEVIL ECLIPSE	284	DK Denmark	Denmark		3761/1993 8199/1993	06/10/93 11/26/93
DIRT DEVIL ECLIPSE	284	EG Egypt	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	FI Finland			2558/93 136962	06/09/93 03/20/95
DIRT DEVIL ECLIPSE	284	FR France	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	HU Hungary	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
DIRT DEVIL ECLIPSE	284	IC Iceland	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	453/1993 20/1994	09/06/93 01/27/94
DIRT DEVIL ECLIPSE	284	INT International	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	IT Italy	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	NO Norway	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	93.2847 166.906	06/15/93 02/09/95
DIRT DEVIL ECLIPSE	284	SD Sweden			93-5410 257.297	06/11/93 04/15/94
DIRT DEVIL ECLIPSE	284	SI Slovenia	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	SP Spain	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL ECLIPSE	284	SW Switzerland	R.A.L.	assignee: Royal Appliance Luxembourg S.A.H.	?? 603.080	06/15/93
DIRT DEVIL REBEL	285	AT Austria	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	BN Benelux	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	CZ Czech Repub.	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	EG Egypt	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	FI Finland			2559/93 136.963	06/09/93 03/20/95

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
DIRT DEVIL REBEL	285	FR France	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	DE W.Germany	R.A.L.		R53339/9Wz 2032264	12/22/92 03/12/93
DIRT DEVIL REBEL	285	DK Denmark			3760/1993 8198/1993	06/10/93 11/26/93
DIRT DEVIL REBEL	285	HU Hungary			?? 603.094	06/15/93
DIRT DEVIL REBEL	285	IC Iceland	R.A.L.		452/1993 19/1994	06/09/93 01/27/94
DIRT DEVIL REBEL	285	INT International	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	IT Italy	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	NO Norway	R.A.L.		93.2846 166.344	06/15/93 01/05/95
DIRT DEVIL REBEL	285	SD Sweden			93-5411 257.298	06/11/93 04/15/94
DIRT DEVIL REBEL	285	SI Slovenia	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	SP Spain	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL REBEL	285	SW Switzerland	R.A.L.		?? 603.094	06/15/93
DIRT DEVIL	363	US		(03)chemical cleansing solutions, namely, carpet shampoo	74/580,287 2,265,175	09/29/94 07/27/99
SELECT SET	375	US		(09) electrical vacuum cleaners for both domestic and industrial use	74/596,043	07/11/94



Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
MVP	380			(09) electrical vacuum cleaners for both domestic and industrial use	74/602,203	11/23/94
PLATINUM	383	DE W.Germany	R.A.L.		39507961.6 39507961	02/22/95 07/24/95
PLATINUM	383	FR France	R.A.L.		95/575075 95575075	06/09/95 11/17/95
PLATINUM	383	GB France	R.A.L.		2,018,795 2,018,795	04/26/95 12/29/95
RASCAL	402	GB (Int) Gt. Britain	R.A.L.	(09) vacuum cleaners and parts thereof	2030911 2030911	08/18/95 08/18/95
RASCAL	402	DE W.Germany	R.A.L.		39507960.8 39507960	07/24/95 02/22/95
RASCAL	402	FR (Int) France	R.A.L.		95/585 081 95585,081	08/18/95 01/26/96
CYCLONE (assigned to FantomTech.)	408	US			74/579,989 2,275,074	09/29/94 09/07/99
DIRT DEVIL	441 I	US		(21) garbage and trash cans	75/977,524 2,186,927	11/13/95 09/01/98
DIRT DEVIL	441 II	US		(21) carpet cleaners and sweepers (not electric)	75/978,031 2,291,609	11/13/95 11/09/99
RED NECK	442	US		(021) waste receptacles	75/019,559 Abandoned	11/14/95
ONE PASS CLEANING	443	US Supplemental		(07) electrical vacuum cleaners for both domestic and industrial use	75/018,245 2,118,533	11/13/95 12/02/97

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
FEATHERLITE	444 I	US Principal		(07) electrical vacuum cleaners for both doemstic and industrial uses	75/917,531 2,412,672	02/14/00 12/12/00
TOUGHMATE	445	US			75/064,691 2,198,797	02/28/96 10/20/98
TOUGH CAN	452	US		(21) waste receptacles, namely, trash and garbage cans	75/032,632 2,075,133	12/14/95 07/01/97
HIDE-A-HOSE	462	US		(9) suction hose extension being component part of domestic vacuum cleaners	75/068,184 2,201,730	03/06/96 11/03/98
EDGE WEDGE	463	US		(7) cleaning tool, namely, nozzle for cleaning all types of floors, being either a component part or accessory part of domestic vacuum cleaners	75/068,183 2,173,436	03/06/96 07/14/98
MOP VAC	474	US Supplemental		(09) electrical wet/dry stick-type vacuum cleaner	75/113,820 2,131,455	06/04/96 01/20/98
SWIVEL STICK	478	US		(9) electrical vacuum cleaner for domestic and commercial use	75/106,377 2,246,920	05/20/96 05/25/99
SWIVEL GLIDE	481	US			75/117,821 2,213,641	06/12/96 12/29/98
DIRT DEVIL	482	EU European			274,415 274,415	06/12/96 08/31/98
MOP VAC	483	US			75/113,820 2,131,455	06/04/96 01/20/98
MOP VAC	483	EU European			278 010 278 010	06/12/96 06/12/96
ROOMMATE	488	US			75/160,638 2,168,311	09/04/96 06/23/98

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
MOTORGUARD	511	US Supplemental		(7) housing and air filters sold as components of electrical vacuum cleaners for both domestic and industrial use	75/319,036 2,301,010	07/03/97 12.14.99
SCRUB DEVIL	523	US		(7) hand-held power scrubber	75/363,930 2,383,636	09/26/97 09/05/00
THE WORLD'S MOST MANEUVERABLE UPRIGHT	542	US Supplemental		(7) electrical vacuum cleaners	75/481,775 2,396,580	05/08/98 10/17/00
PERMA FILTER	549	US		(7) vacuum cleaner filters	75/440,237 2,416,154	02/25/98 12/26/00
POWER STICK	560	US		(7) electric vacuum cleaners and replacement parts therefor	75/481,782 2,300,874	05/08/98 12/14/99
SWIVEL GLIDE	562	US		(9) electric vacuum cleaner for domestic and commercial use	75/509,713 2,484,145	06/29/98 09/04/01
THE PERFECT ROOM-AT-A- TIME VAC	583	US		(07) electrical vacuum cleaners for domestic and commercial use	75/576,042 2,305,996	10/23/98 01/04/00
PICK-UP	599	US		(12) Wheelbarrows	75/618,132 2,314,335	01/11/99 02/01/00
TOUCH UP	602	US		(07) electric vacuum cleaners	75/604,352 2,390,412	12/14/98 09/26/00
EASY STEAMER	614	US		(07) carpet cleaning extractors	75/666,185 2,466,327	03/23/99 07/03/01
Fanciful Design (EASY STEAMER)	615	US		(07) carpet extractors	75/854,183 2,508,732	11/19/99 11/20/01
SCUFF GUARD	619	US		*(07) bumpers sold as a component of vacuum cleaners	75/704,932	05/12/99

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
GREEN MEANS CLEAN	631	US		(11) electrical vacuum cleaners for domestic and commercial use	75/812,260	09/30/99
RED TO GREEN MEANS YOUR CARPET IS CLEAN	632	US		(07) electrical vacuum cleaners for domestic and commercial use	75/811,920	09/30/99
SPOT SCRUBBER	667	US		(07) hand-held carpet extractors	75/872,788	12/15/99
TURBO TOOL	681	US		* (07) vacuum cleaner attachment for vacuum cleaners for domestic use, namely, a dry brush intended for connection to a vacuum cleaner hose (* Examiner amended 5/11/01)	75/930,977	02/29/00
NOTHING ESCAPES THE POWER OF A DIRT DEVIL	685	US		(07) vacuum cleaners for both domestic and industrial use	76/008,542 <b>2,438,485</b>	3/23/00 <b>03/27/01</b>
POWER YOU CAN SEE	686	US		(07) vacuum cleaners for both domestic and industrial use	76/008,220 <b>2,435,257</b>	03/23/00 <b>03/13/01</b>
TITANIUM	698	US		(07) electric vacuum cleaners	76/048,340	05/15/00
DIRT DEVIL	700	US ITU		(21) cleaning cloths, pads and rags for wiping and dusting; cloth replacement cartridges; paper towel dispensers; and cleaning towelettes	76/055,513	05/24/00
THE LIGHTWEIGHT UPRIGHT THAT GOES ANYWHERE . . . STORES ANYWHERE	703	US Principal		(07) vacuum cleaners for both domestic and industrial use	76/060,765	06/01/00
POWERFUL ENOUGH FOR WHOLE HOUSE CLEANING. CONVENIENT ENOUGH FOR EVERYDAY SPILLS	704	US Principal		(07) vacuum cleaners for both domestic and industrial use	76/060,067	05/30/00
Design only (DEVIL TAIL)	705	US Principal		(07) vacuum cleaners for both domestic and industrial use	76/062,328	05/30/00
Design only (FEATHER)	706	US Principal		(07) vacuum cleaners for both domestic and industrial use	76/060,064	05/30/00

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
MICROFRESH	707	US Principal		(09) filters and filter bags	76/061,022	05/30/00
LIGHTEST WEIGHT UPRIGHT WITH BAGLESS TECHNOLOGY	708	US Principal		(07) vacuum cleaners for both domestic and industrial use		05/30/00
Design Only (DARIN' DIRT DEVIL)	709	US Principal		(07) vacuum cleaners for both domestic and industrial use	76/061,020	06/01/00
POWERLITE	710	US Principal		(07) vacuum cleaners for both domestic and industrial use	76/062,331 2,524,489	05/30/00 01/1/2002
PUT THE POWER OF AN UPRIGHT IN THE PALM OF YOUR HAND	711	US Principal		(07) electrical vacuum cleaners for both domestic and industrial	76/062,329 2,447,986	05/30/00 05/01/01
BREEZE	725	US ITU		07 electrical vacuum cleaners for domestic and commercial use	78/013,949	06/22/00
CONSUMER FOCUSED INNOVATION	735	US Principal*		07 electrical vacuum cleaners for domestic and commercial use	78/019,899	08/07/00
SWIFT STICK	739	US ITU		007 - Electrical vacuum cleaners for domestic and commercial use	78/022,526	08/23/00
SHADOW	772	US ITU		007 - Electrical vacuum cleaners for domestic and commercial use	78/035,818	11/17/00
PLATINUM FORCE	780	US ITU		007-Electrical vacuum cleaners for domestic and commercial use	78/040,840	12/28/00
WIDE GLIDE	784	US ITU		007 - Electrical vacuum cleaners for domestic and commercial use	76/201,152	01/29/01

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
YOU CAN ACTUALLY SEE IT PICKING UP MORE DIRT.	787	US ITU		007 - Electrical vacuum cleaners for domestic and commercial use	78/052,259	03/09/01
DIRT DEVIL	789	US ITU		021 -sponge mops, deck mops, self-wringing mops and refill mop heads for the foregoing; brooms; dust mops and refill mop heads; electrostatic sweepers and refill static sheets; squeegees; scrubbers; water-assisted push brooms; scrub brushes; dust pans; dust pan/brush sets; handle brushes, handle sponges and refills therefor, scourers, sponges, all for dish and glassware cleaning; non-woven tube and tile scrubbers; and brush and caddy combination for toilet bowl cleaning	78/050,591	2/27/01
PRIVACY TECHNOLOGIES	798	US ITU		009 - home electronics and security and robotics 038- telecommunications	78/061,301	05/01/01
ROYAL PROCISSION	819	US ITU		electrical vacuum cleaners for domestic and commercial use	78/068,075	06/08/01
SCORPION	821	US ITU		electrical vacuum cleaners for domestic, comemrcial and industrial use	78/069,055	06/14/01
DIRT DEVIL	833	US ITU		(007) cleaning systems which comprise a central vacuum unit and connected conduits and cleaning nozzles and parts therefor	78/082,733	09/05/01
ALLERFRESH	848	US ITU		009) filters and filter bags for vacuum cleaners	78/091,985	11/06/01
FLEX EDGE	849	US ITU		007)cleaning tool, namely, nozzle for cleaning all types of floors, being either a component part or accessory part of domestic vacuum cleaners	78/092,828	11/13/01
POWER PATH	855	US ITU		007)electric vacuum cleaners for domestic and commercial use	78/096,465	12/04/01
QUICK FLIP	868	US ITU		007)crevice tool for vacuum cleaners	78/101,742	01/09/02
ROYAL•AIRE	869	US ITU		007)filters and filter bags for vacuum cleaners	76/357,549	01/11/02

Trademark	Ref. RYL 5	Code/ Country	License Info.	International Class/ Goods	Serial No./ Reg. No.	Filed/ Issued
POWER FLEX	870	US ITU		007)electrical stick-type vacuum cleaner	78/102,133	01/11/02
RVAC	871	US ITU		007)robotic electric vacuum cleaner (Tango)	78/103,110	01/16/02
TZID	873	US ITU		009)telephonic equipment, namely devices for placing signals on a telephone line to defeat telemarketing systems	78/104,338	01/23/02
IBASE	874	US ITU		009)Modular home information center	78/104,337	01/23/02
PLUGGABLES	875	US ITU		009)indicator lights	78/104,347	01/23/02
TOE KICK VAC	876	US ITU		007)electrical vacuum cleaners for domestic and commercial use	78/104,344	01/23/02
LAMP COMMANDER	884	US		009)speech recognition consumer products, namely, voice controlled electrical switches, voice controlled dimmer switches; speech recognition software; computer hardware for electronic speech recognition; and instruction manuals sold therewith		
AIROPRO	886	US ITU		007) electrical vacuum cleaners for domestic and commercial use	78/106,008	01/31/02
PRODUCT LAUNCH PARTNERS	888	US ITU		035)marketing services for introducing new products	78/107,076	02/06/02
TELEZAPPER					75/869,780	12/13/99
DIGIVAC	898	US ITU		007) electrical vacuum cleaners for domestic and commercial use, including robotically operated vacuum cleaners	78/114,274	03/12/02