

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Euro-Pro Corporation

- Individual(s)
- General Partnership
- Corporation Country: CANADA
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Euro-Pro Operating LLC

Internal
Address:

Street Address: 1210 Washington Street

City: West Newton State: MA Zip: 02465

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 9/9/03

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

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

B. Trademark Registration No.(s) _____
See Schedule A

Additional number(s) attached Yes No

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

Name: Julie Scallen, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

67

7. Total fee (37 CFR 3.41): \$ 1690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500927

DO NOT USE THIS SPACE

9. Signature.

Julie Scallen
Name of Person Signing

Julie Scallen
Signature

September, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

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

OP \$169000.00 78286085

**SCHEDULE A
ASSIGNMENT FROM EURO-PRO CORPORATION TO
EURO-PRO OPERATING LLC**

Registration/Application
Number

MARK

78-286085	SHARK TRANSFORMER
78-284893	SPECTRA
78-282974	PURSUIT
78-280399	FINALLY...BAGLESS TECHNOLOGY THAT MAKES SENSE
78-280384	X-TENDED STEAM BURST
78-270532	SHARK
78-262733	BARE FLOOR FRIENDLY
78-258910	BARGAIN CELLAR (and Design)
78-243779	INTELLI-SENSE FILTER MONITOR
78-241056	QUAD BLADE
78-208285	EUROPA
78-204146	FANTOM
78-197484	QUAD ACTION
78-192128	ELEGANCE
78-192112	FANTOM
78-191637	SHARK
78-175326	WALL HUGGING TECHNOLOGY
78-168704	CYCLOMATIC
78-164461	PENGUIN
78-151013	THUNDERBOLT
78-150936	FANTOM
78-047327	FIREBIRD
78-047320	WILDCAT
78-047250	STINGRAY
2754285	ROADSTER
2686483	ATOMIC ANT
76-383864	QUIET WONDER
2731542	MINI STEAM ZAPPER
76-383561	ULTRA STEAM SHARK
2678989	BLAST IT CLEAN WITH THE POWER OF STEAM
2670155	STEAM BLASTER
2751036	THE SHARK
2689242	ULTRA SHARK
76-215435	A (and Design)
76-215433	FANTOM (and Design)
76-215429	A FANTOM (and Design)
76-215428	HAWK

-2-

Registration/Application
NumberMARK

2742946	FALCON
2675382	PORTABLE WONDER
2412582	THE SHARK
75-901506	HELIX
75-803063	QUICK BRAKE
2525723	SQUEEZE 'N' GO
75-691464	FANTOM
2389152	SHOCKWAVE
2266686	BLIZZARD
2369178	CROSSWIND
75-428098	THE DIFFERENCE IS CLEAN AND CLEAR
2322894	THUNDER XT
2197702	FANTOM (and Design)
2197500	STRIKE
2238107	FANTOM
2197243	FANTOM (and Design)
2199393	STEPHUGGER
2197225	STAIRHUGGER
2135205	TWISTER
2082903	LIGHTNING
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2058584	THE LIGHTWEIGHT HEAVYWEIGHT
1892569	INFINITY
1687058	FANTOM
1752266	DESTINY
1658013	DRESSMAKER
1558792	IONA
1546988	DRYTECH
1016286	SPEEDVAC

ASSIGNMENT AND TRANSFER OF TRADEMARKS

This ASSIGNMENT AND TRANSFER OF TRADEMARKS (this "Assignment") is made and entered into as of September 9, 2003, by and between Euro-Pro Operating LLC, a Delaware limited liability company ("Buyer"), and Euro-Pro Corporation, a corporation organized under the Quebec Companies Act (the "Company"). Capitalized terms used but not defined herein have the meaning assigned to them in the Purchase Agreement (as defined below).

WITNESSETH:

A. Company, Omega Sewmac Inc., a corporation organized under the Canada Business Corporations Act, Stanro-EP Corp., a Massachusetts corporation, Buyer, Euro-Pro Holdings LLC, a Delaware limited liability company, EP Management Investors LLC, a Delaware limited liability company, Weston Presidio-EP, Inc., a Delaware Corporation, Weston Presidio Capital IV, L.P., a Delaware Limited Partnership, and Mark Rosenzweig are parties to that certain Asset Purchase Agreement dated as of August 15, 2003 (the "Purchase Agreement").

B. The Purchase Agreement requires the execution and delivery of this Assignment as a condition to the closing of the transactions contemplated by the Purchase Agreement.

C. The Company is the owner of the trademarks identified on Exhibit A hereto, and is the owner of the applications for and registrations of such trademarks identified on said Exhibit A, and the Company desires to assign such trademarks, applications and registrations to the Buyer, together with the business in connection with which the Company has a *bona fide* intent to use its trademarks.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Buyer hereby agree as follows:

1. Assignment. The Company hereby grants, sells, conveys, transfers, assigns, bargains, delivers and relinquishes exclusively to Buyer, in perpetuity, all of its right, title, and interest in and to all of the Company's trademarks, applications and registrations, including, without limitation, the trademarks identified on Exhibit A, together with (a) the applications for and registrations of said trademarks identified on said Exhibit A, (b) the goodwill of the business symbolized by said trademarks and the applications therefor and registrations thereof, (c) that portion of the Company's business in connection with which it has a *bona fide* intent to use its trademarks, and (d) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademarks or the applications therefor and registrations thereof or associated goodwill.
2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Assignment and the Company shall execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Company shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Assignment and Exhibit A hereto. In

order to record this Assignment with the appropriate governmental or regulatory authorities, agencies or offices of any other country ("Foreign Offices"), the parties hereto shall execute this Assignment and any other agreement, document or instrument of assignment necessary and appropriate to record the assignment effected hereby in any Foreign Office.

3. Power of Attorney. The Company does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Company's true and lawful attorney-in-fact, with the power to endorse the Company's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and Foreign Offices; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Company has failed to take such action at the request of the Buyer and following 10 days prior written notice to the Company of the exercise of such rights. This power of attorney shall be irrevocable.
4. Other Matters. This Assignment is made subject to and together with the representations, warranties, covenants and agreements specifically provided in the Purchase Agreement. The undersigned hereby covenant and agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to the other party, its successors and assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by such party for the sale, assignment, transfer, conveyance and delivery of the trademarks and trademark registrations identified on Exhibit A.
5. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts executed and to be performed in that state.
6. Successors and Assigns. This Assignment shall bind Company and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

(Signatures Appear on Following Page)

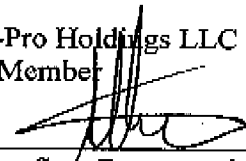
Signature Page to the Euro-Pro Assignment and Transfer of Trademarks

This Assignment is executed and delivered effective as of the date first set forth above.

BUYER:

EURO-PRO OPERATING LLC

By: Euro-Pro Holdings LLC
Its: Sole Member

By: 
Name: Stan Rosenzweig
Title: Manager

COMPANY:

EURO-PRO CORPORATION

By: _____
Name: Mark Rosenzweig
Title: President

STATE OF Mass

COUNTY OF Middlesex

§
§ ss.
§

Subscribed and sworn to before me this 28 day of August, 2003.



Notary Public

Signature Page to the Euro-Pro Assignment and Transfer of Trademarks

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EURO-PRO OPERATING LLC

By: Euro-Pro Holdings LLC
Its: Sole Member

By: _____
Name: Stan Rosenzweig
Title: Manager

COMPANY:

EURO-PRO CORPORATION

By: _____
Name: Mark Rosenzweig
Title: President

STATE OF _____

COUNTY OF _____

§
§
§

ss.

Subscribed and sworn to before me this 27th day of August, 2003.

Micheline Gaillet
Notary Public



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