

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Euro-Pro Operating LLC		08/10/2007	LIMITED LIABILITY COMPANY:
EP Midco LLC		08/10/2007	LIMITED LIABILITY COMPANY:
New Euro-Pro Holdings LLC		08/10/2007	LIMITED LIABILITY COMPANY:
Euro-Pro Management Company		08/10/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	300 Cadman Plaza West
Internal Address:	One Pierrepont Plaza, 7th Floor
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	2686483	ATOMIC ANT
Registration Number:	2678989	BLAST IT CLEAN WITH THE POWER OF STEAM
Registration Number:	2610354	BRAVETTI
Registration Number:	1752266	DESTINY
Registration Number:	2959749	DISCOUNT CELLAR
Registration Number:	1658013	DRESSMAKER
Registration Number:	1546988	DRYTECH
Registration Number:	2767421	EURO-PRO
Registration Number:	2390249	EURO-PRO

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Registration Number:	2373148	EURO-PRO
Registration Number:	2053143	EURO-PRO
Registration Number:	2946777	EURO-PRO
Registration Number:	1906387	EURO-PRO
Registration Number:	1899467	EURO-PRO IRONING SOLUTION
Registration Number:	2742946	FALCON
Registration Number:	2238107	FANTOM
Registration Number:	2799572	FANTOM
Registration Number:	2945230	FANTOM
Registration Number:	1687058	FANTOM
Registration Number:	2197702	FANTOM
Registration Number:	2197243	FANTOM
Registration Number:	3195126	INFINITY
Registration Number:	2973258	INTELLI-SENSE FILTER MONITOR
Registration Number:	2054030	FURY
Registration Number:	2903805	FIREBIRD
Registration Number:	1558792	IONA
Registration Number:	1896709	IRONING SOLUTION
Registration Number:	2082903	LIGHTNING
Registration Number:	2731542	MINI STEAM ZAPPER
Registration Number:	2677926	OMEGA
Registration Number:	2599000	OMEGA
Registration Number:	2909045	OMEGA
Registration Number:	2675382	PORTABLE WONDER
Registration Number:	2961126	PURSUIT
Registration Number:	2868154	QUAD BLADE
Registration Number:	2841018	QUIET WONDER
Registration Number:	3134190	RETRACTOR
Registration Number:	2754285	ROADSTER
Registration Number:	3146226	SHARK
Registration Number:	2771850	SHARK
Registration Number:	2407336	SHARK
Registration Number:	3165910	SHARK TRANSFORMER
Registration Number:	2877532	SPECTRA
Registration Number:	1016286	SPEEDVAC

Registration Number:	2525723	SQUEEZE 'N' GO
Registration Number:	2670155	STEAM BLASTER
Registration Number:	3100087	STEAM PENGUIN
Registration Number:	3144457	STEAM POCKET
Registration Number:	2952866	STINGRAY
Registration Number:	2986566	TAPCLEAN
Registration Number:	2751036	THE SHARK
Registration Number:	2412582	THE SHARK
Registration Number:	2090404	THUNDER
Registration Number:	2896338	THUNDERBOLT
Registration Number:	2135205	TWISTER
Registration Number:	2689242	ULTRA SHARK
Registration Number:	2854462	ULTRA STEAM SHARK
Registration Number:	2861418	WALL HUGGING TECHNOLOGY
Registration Number:	3060802	WILDCAT
Registration Number:	2890594	X-TENDED STEAM BURST
Serial Number:	78262733	BARE FLOOR FRIENDLY
Serial Number:	78350832	BETTER CLEANING THROUGH INNOVATION
Serial Number:	78797178	BLIZZARD
Serial Number:	77000929	BRAVETTI
Serial Number:	78558903	BRAVETTI
Serial Number:	78861093	CLEAN AIR MICROCYCLONE TECHNOLOGY
Serial Number:	77093832	CROSSWIND
Serial Number:	78168704	CYCLOMATIC
Serial Number:	77092376	ELEGANCE
Serial Number:	78518333	EURO-PRO
Serial Number:	78270529	EURO-PRO
Serial Number:	77097204	EURO-PRO
Serial Number:	78900873	FANTOM
Serial Number:	77096621	FANTOM
Serial Number:	78280399	FINALLY...BAGLESS TECHNOLOGY THAT MAKES SENSE
Serial Number:	78432200	FOR LIFE'S REAL MESSSES
Serial Number:	78349585	HAIR SNARE
Serial Number:	77153045	MENSA
Serial Number:	78495664	POWER HEAT

Serial Number:	78307459	Q2 QUICK 'N QUIET
Serial Number:	78270532	SHARK
Serial Number:	77141766	SHOCKWAVE
Serial Number:	78618648	STAIN EATERS
Serial Number:	78496305	STAIRHUGGER
Serial Number:	78496324	STEPHUGGER
Serial Number:	78496338	STRIKE
Serial Number:	78521231	SWEEPERELLA
Serial Number:	78306920	TAPCLEAN
Serial Number:	78349587	TARGETED CLEANING
Serial Number:	75428098	THE DIFFERENCE IS CLEAN AND CLEAR
Serial Number:	78370597	YOUR COMPLETE HOME CARE SOLUTION
Serial Number:	78192128	ELEGANCE
Serial Number:	78594368	RETRACTOR

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 060074
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	08/24/2007

Total Attachments: 10
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TRADEMARK

REEL: 003608 FRAME: 0331

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 10, 2007, by and among EURO-PRO OPERATING LLC, a Delaware limited liability company ("EP Operating"), EP MIDCO LLC, a Delaware limited liability company ("EP Midco" and together with EP Operating, collectively, "Borrowers"), NEW EURO-PRO HOLDINGS LLC, a Delaware limited liability company ("EP Holdings"), EURO-PRO MANAGEMENT COMPANY, a Delaware Corporation ("EP Management" and together with EP Holdings, collectively, "Initial Guarantors") (the Borrowers and the Initial Guarantors are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of MORGAN STANLEY & CO. INCORPORATED, a Delaware corporation, in its capacity as Collateral Agent ("Agent") for itself and the Lenders from time to time party to the Loan Agreement, as hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantors, the Agents and the Lenders, and in order to obtain the benefits referred to therein, the Grantor has granted to the Collateral Agent, on behalf of itself and the Lenders, a security interest in substantially all of Grantor's personal property and assets, including, without limitation, the Collateral referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has agreed to execute this Patent Security Agreement in respect of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Agent agree as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing second perfected priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its United States Trademarks and United States Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or such Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any

Trademark licensed under any Trademark License; provided, however that the Trademark Collateral shall not include any Excluded Collateral.

2. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. SECTION TITLES. The Section titles contained in this Trademark Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

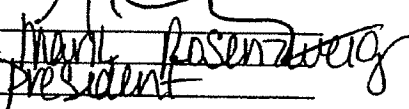
6. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law

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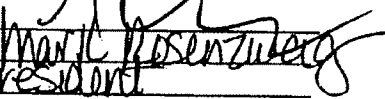
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

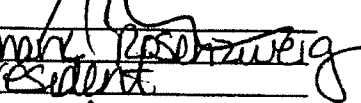
EURO-PRO OPERATING LLC

By: 
Name: Mark Rosenzweig
Title: President

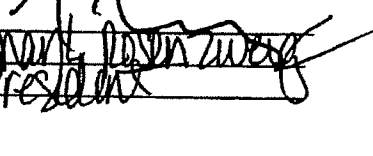
EP MIDCO LLC

By: 
Name: Mark Rosenzweig
Title: President

NEW EURO-PRO HOLDINGS LLC

By: 
Name: Mark Rosenzweig
Title: President

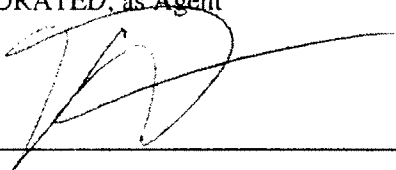
EURO-PRO MANAGEMENT COMPANY

By: 
Name: Mark Rosenzweig
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY & CO.
INCORPORATED, as Agent



By: _____

Name: _____

Title: David W. Allen

Authorized Signatory

[Signature Page to Trademark Security Agreement]

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	ATOMIC ANT	Euro-Pro Operating LLC	Registered	76/413786	05/31/2002	2,686,483	02/11/2003
United States	BARE FLOOR FRIENDLY	Euro-Pro Operating LLC	Filed	78/262733	06/16/2003		
United States	BETTER CLEANING THROUGH INNOVATION	Euro-Pro Operating LLC	Filed	78/350832	01/12/2004		
United States	BLAST IT CLEAN WITH THE POWER OF STEAM	Euro-Pro Operating LLC	Registered	76/337490	11/13/2001	2,678,989	01/21/2003
United States	BLIZZARD	Euro-Pro Operating LLC	Filed	78/797178	01/23/2006		
United States	BRAVETTI	Euro-Pro Operating LLC	Registered	76/013364	03/30/2000	2,610,354	08/20/2002
United States	BRAVETTI	Euro-Pro Operating LLC	Filed	77/000929	09/15/2006		
United States	BRAVETTI	Euro-Pro Operating LLC	Filed	78/558903	02/02/2005		
United States	CLEAN AIR MICROCYCLONE TECHNOLOGY	Euro-Pro Operating LLC	Filed	78/861093	04/13/2006		
United States	CROSSWIND	Euro-Pro Operating LLC	Filed	77/093832	01/29/2007		
United States	CYCLOMATIC	Euro-Pro Operating LLC	Filed	78/168704	09/27/2002		
United States	DESTINY	Euro-Pro Operating LLC	Registered	74/028,485	02/12/1990	1752266	02/16/1993
United States	DISCOUNT CELLAR & Design	Euro-Pro Operating LLC	Registered	78/398208	04/07/2004	2,959,749	06/07/2005
United States	DRESSMAKER	Euro-Pro Operating LLC	Registered	74/004840	11/24/1989	1658013	09/24/1991
United States	DRYTECH	Euro-Pro Operating LLC	Registered	73/738,893	10/23/1987	1546988	07/11/1989
United States	ELEGANCE	Euro-Pro Operating LLC	Filed	77/092376	01/26/2007		
United States	ELEGANCE	Euro-Pro Operating LLC	Registered	78/192128	12/06/2002	3,268,940	07/24/2007
United States	EURO-PRO	Euro-Pro Operating LLC	Filed	78/518333	11/17/2004		

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	EURO-PRO	Euro-Pro Operating LLC	Registered	76/221680	03/07/2001	2,767,421	09/23/2003
United States	EURO-PRO	Euro-Pro Operating LLC	Filed	78/270529	07/03/2003		
United States	EURO-PRO	Euro-Pro Operating LLC	Filed	77/097204	02/01/2007		
United States	EURO-PRO	Euro-Pro Operating LLC	Registered	75/448017	03/11/1998	2,390,249	09/26/2000
United States	EURO-PRO	Euro-Pro Operating LLC	Registered	75/154535	08/22/1996	2373148	08/01/2000
United States	EURO-PRO	Euro-Pro Operating LLC	Registered	74/579302	09/28/1994	2053143	04/15/1997
United States	EURO-PRO	Euro-Pro Operating LLC	Registered	78/298517	09/10/2003	2,946,777	05/03/2005
United States	EURO-PRO	Euro-Pro Operating LLC	Registered	74/450445	10/25/1993	1906387	07/18/1995
United States	EURO-PRO IRONING SOLUTION	Euro-Pro Operating LLC	Registered	74/395832	05/28/1993	1899467	06/13/1995
United States	FALCON	Euro-Pro Operating LLC	Registered	76/114325	08/22/2000	2,742,946	07/29/2003
United States	FANTOM	Euro-Pro Operating LLC	Registered	75/282,599	04/24/1997	2238107	04/13/1999
United States	FANTOM	Euro-Pro Operating LLC	Registered	75/691,464	04/27/2002	2,799,572	12/30/2003
United States	FANTOM	Euro-Pro Operating LLC	Registered	78/298,619	09/10/2003	2,945,230	04/26/2005
United States	FANTOM	Euro-Pro Operating LLC	Filed	78/900873	06/05/2006		
United States	FANTOM	Euro-Pro Operating LLC	Filed	77/096621	02/01/2007		
United States	FANTOM	Euro-Pro Operating LLC	Registered	74/088715	08/17/1990	1687058	05/12/1992
United States	FANTOM & Design	Euro-Pro Operating LLC	Registered	75/322,890	07/11/1997	2197702	10/20/1998
United States	FANTOM & Triangle Design	Euro-Pro Operating LLC	Registered	75/255505	03/11/1997	2197243	10/20/1998

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	FINALLY...BAGLESS TECHNOLOGY THAT MAKES SENSE	Euro-Pro Operating LLC	Filed	78/280399	07/29/2003		
United States	FIREBIRD	Euro-Pro Operating LLC	Registered	78/047327	02/08/2001	2,903,805	11/16/2004
United States	FOR LIFE'S REAL MESSES	Euro-Pro Operating LLC	Filed	78/432200	06/09/2004		
United States	FURY	Euro-Pro Operating LLC	Registered	74/709,448	08/01/1995	2054030	04/22/1997
United States	HAIR SNARE	Euro-Pro Operating LLC	Filed	78/349585	01/08/2004		
United States	INFINITY	Euro-Pro Operating LLC	Registered	78/620331	04/29/2005	3195126	01/02/2007
United States	INTELLI-SENSE FILTER MONITOR	Euro-Pro Operating LLC	Filed	78/243779	04/30/2003		
United States	IONA	Euro-Pro Operating LLC	Registered	73/770,444	12/19/1988	1558792	10/03/1989
United States	IRONING SOLUTION	Euro-Pro Operating LLC	Registered	74/395831	05/28/1993	1896709	05/30/1995
United States	LIGHTNING	Euro-Pro Operating LLC	Registered	74/711,526	08/04/1995	2082903	07/29/1997
United States	MENSA	Euro-Pro Operating LLC	Filed	77/153045	04/10/2007		
United States	MINI STEAM ZAPPER	Euro-Pro Operating LLC	Registered	76/383863	03/14/2002	2,731,542	07/01/2003
United States	OMEGA	Euro-Pro Operating LLC	Registered	76/400882	04/26/2002	2,677,926	01/21/2003
United States	OMEGA	Euro-Pro Operating LLC	Registered	76/114088	08/22/2000	2,599,000	07/23/2002
United States	OMEGA	Euro-Pro Operating LLC	Registered	76/404926	05/08/2002	2,909,045	12/07/2004
United States	PORTABLE WONDER	Euro-Pro Operating LLC	Registered	75/903430	01/25/2000	2,675,382	01/14/2003
United States	POWER HEAT	Euro-Pro Operating LLC	Filed	78/495664	10/06/2004		
United States	PURSUIT	Euro-Pro Operating LLC	Registered	78/282974	08/04/2003	2,961,126	06/07/2005

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Q2 QUICK N QUIET	Euro-Pro Operating LLC	Filed	78/307459	09/30/2003		
United States	QUAD BLADE	Euro-Pro Operating LLC	Registered	78/241056	04/23/2003	2,868,154	07/27/2004
United States	QUIET WONDER	Euro-Pro Operating LLC	Registered	76/383864	03/14/2002	2,841,018	05/11/2004
United States	RETRACTOR	Euro-Pro Operating LLC	Registered	78/525028	12/01/2004	3,134,190	08/22/2006
United States	RETRACTOR	Euro-Pro Operating LLC	Registered	78/594368	03/23/2005	3202770	01/23/2007
United States	ROADSTER	Euro-Pro Operating LLC	Registered	76/415691	05/31/2002	2,754,285	08/19/2003
United States	SHARK	Euro-Pro Operating LLC	Filed	78/270532	07/03/2003		
United States	SHARK	Euro-Pro Operating LLC	Registered	78/329543	11/18/2003	3146226	09/19/2006
United States	SHARK	Euro-Pro Operating LLC	Registered	78/191637	12/05/2002	2,771,850	10/07/2003
United States	SHARK & DESIGN	Euro-Pro Operating LLC	Registered	75/744527	07/07/1999	2,407,336	11/21/2000
United States	SHARK TRANSFORMER	Euro-Pro Operating LLC	Registered	78/286085	08/19/2003	3,165,910	10/31/2006
United States	SHOCKWAVE	Euro-Pro Operating LLC	Filed	77/141766	03/27/2007		
United States	SPECTRA	Euro-Pro Operating LLC	Registered	78/284893	08/08/2003	2,877,532	08/24/2004
United States	SPEEDVAC	Euro-Pro Operating LLC	Registered	73/014,996	03/04/1974	1016286	07/22/1975
United States	SQUEEZE 'N' GO	Euro-Pro Operating LLC	Registered	75/748,495	07/12/1999	2525723	01/01/2002
United States	STAIN EATERS	Euro-Pro Operating LLC	Filed	78/618648	04/28/2005		
United States	STAIRHUGGER	Euro-Pro Operating LLC	Filed	78/496305	10/07/2004		
United States	STEAM BLASTER	Euro-Pro Operating LLC	Registered	76/295056	08/06/2001	2,670,155	12/31/2002
United States	STEAM PENGUIN	Euro-Pro Operating LLC	Registered	78/482781	09/13/2004	3,100,087	06/06/2006

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United States	STEAM POCKET	Euro-Pro Operating LLC	Registered	78/578653	03/02/2005	3,144,457	09/19/2006
United States	STEPHUGGER	Euro-Pro Operating LLC	Filed	78/496324	10/07/2004		
United States	STINGRAY	Euro-Pro Operating LLC	Registered	78/047250	02/08/2001	2,952,866	05/17/2005
United States	STRIKE	Euro-Pro Operating LLC	Filed	78/496338	10/07/2004		
United States	SWEEPERELLA	Euro-Pro Operating LLC	Filed	78/521231	11/22/2004		
United States	TAPCLEAN	Euro-Pro Operating LLC	Filed	78/306920	09/29/2003		
United States	TAPCLEAN	Euro-Pro Operating LLC	Registered	78/975957	09/29/2003	2,986,566	08/16/2005
United States	TARGETED CLEANING	Euro-Pro Operating LLC	Filed	78/349587	01/08/2004		
United States	THE DIFFERENCE IS CLEAN AND CLEAR	Euro-Pro Operating LLC	Filed	75/428,098	02/03/1998		
United States	THE SHARK	Euro-Pro Operating LLC	Registered	76/284736	07/13/2001	2,751,036	08/12/2003
United States	THE SHARK	Euro-Pro Operating LLC	Registered	75/903429	01/25/2000	2412582	12/12/2000
United States	THUNDER	Euro-Pro Operating LLC	Registered	74/709,449	08/01/1995	2090404	08/26/1997
United States	THUNDERBOLT	Euro-Pro Operating LLC	Registered	78/151013	08/05/2002	2,896,338	10/19/2004
United States	TWISTER	Euro-Pro Operating LLC	Registered	75/024,077	11/27/1995	2135205	02/10/1998
United States	ULTRA SHARK	Euro-Pro Operating LLC	Registered	76/232,518	03/29/2001	2,689,242	02/18/2003
United States	ULTRA STEAM SHARK	Euro-Pro Operating LLC	Registered	76/383561	03/18/2002	2,854,462	06/15/2004
United States	WALL HUGGING TECHNOLOGY	Euro-Pro Operating LLC	Registered	78/175326	10/17/2002	2,861,418	07/06/2004
United States	WILDCAT	Euro-Pro Operating LLC	Registered	78/047320	02/08/2001	3,060,802	02/21/2006
United States	X-TENDED STEAM BURST	Euro-Pro Operating LLC	Registered	78/280384	07/29/2003	2,890,594	09/28/2004

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United States	YOUR COMPLETE HOME CARE SOLUTION	Euro-Pro Operating LLC	Filed	78/370597	02/19/2004		

TRADEMARK

REEL: 003608 FRAME: 0341

RECORDED: 08/24/2007