

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502391

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electrolux Home Products Corporation, N.V.		07/31/2018	Company: BELGIUM

## RECEIVING PARTY DATA

<b>Name:</b>	BISSELL International Finance Company, S.a.r.l.
<b>Street Address:</b>	412F Route d'Esch
<b>City:</b>	L-2086
<b>State/Country:</b>	LUXEMBOURG
<b>Entity Type:</b>	Private Company: LUXEMBOURG

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3469813	QUIETCLEAN
Registration Number:	3121140	SANITAIRE
Registration Number:	0787466	SANITAIRE
Registration Number:	1112996	WIDE TRACK
Registration Number:	3718977	DURALITE
Registration Number:	5520872	TRADITION
Registration Number:	5520874	FORCE
Registration Number:	5520873	EXTEND
Registration Number:	5520875	TRANSPORT
Registration Number:	5450390	DRY TIME
Registration Number:	5471658	RESTORE
Serial Number:	87493222	RECOUP
Registration Number:	5526054	SPAN
Serial Number:	87217355	COMFORTDRIVE
Registration Number:	5379373	EON

## CORRESPONDENCE DATA

Fax Number: 6167421010

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6167423500  
**Email:** trademarks@mcgarrybair.com  
**Correspondent Name:** Mary C. Bonnema, McGarry Bair PC  
**Address Line 1:** 45 Ottawa Ave. SW, Suite 700  
**Address Line 2:** Suite 700  
**Address Line 4:** Grand Rapids, MICHIGAN 49503

<b>NAME OF SUBMITTER:</b>	Mary C. Bonnema
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<b>SIGNATURE:</b>	/Mary C. Bonnema/
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<b>DATE SIGNED:</b>	12/17/2018
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**Total Attachments: 8**

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**APOSTILLE**

(Convention de La Haye du 5 octobre 1961)

1. Country : Sweden

This public document

2. has been signed by Adrienne de Jounge

3. acting in the capacity of Notary Public

4. bears the seal/stamp of

Notary Public in Stockholm

**Certified**

5. at Stockholm

6. the 23.11.2018

7. by Björn Sandin

Notary Public

8. No 4549

9. Seal/stamp:

10. Signature:



A handwritten signature in black ink, appearing to read "Björn Sandin", written over a horizontal line.

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment Agreement"), is executed as of July 31, 2018 ("Closing Date"), by and between ELECTROLUX HOME PRODUCTS CORPORATION, N.V., a company organized under the laws of Belgium, having its principal place of business at Rue de la Fusée 40, 1130 Bruxelles, Belgium ("EHCP Belgium" or "Assignor"), and BISSELL INTERNATIONAL FINANCE COMPANY, S.a.r.l., a private company organized under the laws of Luxembourg, having its principal place of business at 412F Route d'Esch, L-2086 Luxembourg ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement among Assignor, Assignee and certain Affiliates of Assignor of even date herewith ("Purchase Agreement").

### RECITALS

WHEREAS, Pursuant to Section 2.1 of the Purchase Agreement, Assignor have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in, to and under the Acquired Assets, including Business Intellectual Property (as that term is defined in the Purchase Agreement); and

WHEREAS, Pursuant to Section 7.1(b) and 7.2(b) of the Purchase Agreement, Assignor and Assignee have agreed to enter into this IP Assignment Agreement to evidence the transfer of such Business Intellectual Property from Assignor to Assignee.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Business Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in and to the Business Intellectual Property, including without limitation the rights set forth on Schedule A attached hereto, all of the goodwill associated therewith and symbolized thereby, the right to sue for any and all past infringements thereof, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("Assigned IP").

2. **Further Assurances.**

a. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee and at Assignee's expense, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to effectively consummate the assignments contemplated hereby, and (b) reasonably assist Assignee, at Assignee's request, in exercising Assignor's rights with respect thereto.



b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and all applicable officials of any other state or foreign agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, and other state or foreign offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable pursuant to Section 2a. above.

d. Assignor agrees to carry out, or have carried out for them, the formal transfer of the Domain Names to Assignee in accordance with the domain name transfer procedures of the Domain Name registrar or other current procedures as required to transfer ownership, registration and all other right, title and interest in the Domain Names to Assignee, including the delivery of the proper transfer codes to authorize the transfer of the Domain Names. Assignor agrees that until the account change is completed, Assignor will maintain the websites located at the Domain Names in a manner consistent with past practice.

**3. Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

**4. Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**5. Choice of Law.** This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law doctrines.

**6. Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

**7. Conflict.** The Purchase Agreement controls in the event of any conflict between this IP Assignment Agreement and the Purchase Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the Closing Date.

ASSIGNOR:

ASSIGNEE:

ELECTROLUX HOME PRODUCTS CORPORATION, N.V.

BISSELL INTERNATIONAL FINANCE COMPANY, S.a.r.l.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Christian Morandini  
Title: Authorized Proxy-Holder

Name: James S. Nicholson  
Title: Manager

*Christian Morandini*

Witness 1

Witness 1

Name: *Pernilla Dahl*  
Address: *St. Göransg. 143*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

*Adrienne de Jounge*

Witness 2

Witness 2

Name: *LISE ELPING*  
Address: *ST GÖRANSG. 143*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

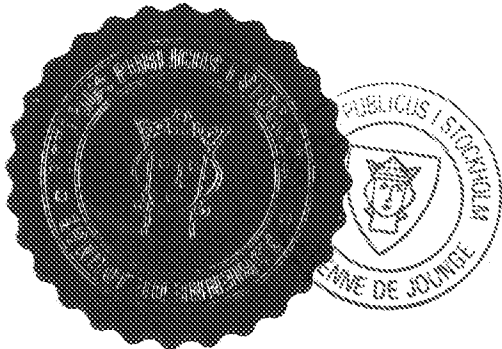
Subscribed and sworn to before me this 22 day of November, 2018.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Adrienne de Jounge*

Notary Public, \_\_\_\_\_ County, Stockholm  
My commission expires 2034-07-31  
\*Adrienne de Jounge

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the Closing Date.

**ASSIGNOR:**

**ASSIGNEE:**

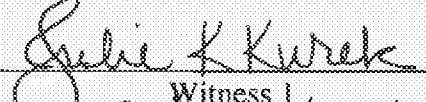
**ELECTROLUX HOME PRODUCTS CORPORATION, N.V.**

**BISSELL INTERNATIONAL FINANCE COMPANY, S.a.r.l.**

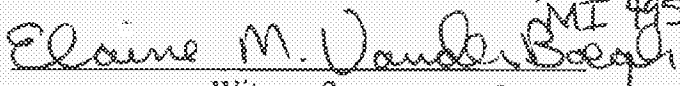
By: \_\_\_\_\_  
Name: Christian Morandini  
Title: Authorized Proxy-Holder

By:   
Name: James S. Nicholson  
Title: Manager

\_\_\_\_\_  
Witness 1  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

  
\_\_\_\_\_  
Witness  
Name: Julie K. Kurek  
Address: 2345 Walker Ave. NW, Grand Rapids, MI 49544

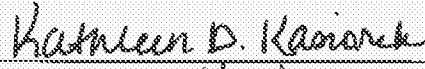
\_\_\_\_\_  
Witness 2  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

  
\_\_\_\_\_  
Witness 2  
Name: Elaine M. Vander Boegh  
Address: 2345 Walker NW, Grand Rapids Michigan 49544 USA.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Subscribed and sworn to before me this 3rd day of December, 2018.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public, Kent County, Michigan  
My commission expires 7/7/2025

## SCHEDULE A

### ASSIGNED IP

#### 1. Patents

Patent No. / Application No.	Country	Title
US9259126	United States	BACKPACK VACUUM CLEANER
AU348523	Australia	BACKPACK VACUUM CLEANER
CNZL1330110301.6	China	BACKPACK VACUUM CLEANER
EU001368054	European Union	BACKPACK VACUUM CLEANER
USD696,479	United States	BACKPACK VACUUM CLEANER
AU318952	Australia	VACUUM CLEANER HOUSING
CA123807	Canada	VACUUM CLEANER HOUSING
GB4005680	United Kingdom	VACUUM CLEANER HOUSING
USD570,566	United States	VACUUM CLEANER HOUSING
AU318953	Australia	VACUUM CLEANER BASE
CA123808	Canada	VACUUM CLEANER BASE
DE40706321	Germany	VACUUM CLEANER BASE
GB4005678	United Kingdom	VACUUM CLEANER BASE
USD571,066	United States	VACUUM CLEANER BASE
USD571,065	United States	VACUUM CLEANER

#### 2. Trademarks – Registered

Mark	Country	Application No.	Registration No.
QUIET CLEAN	Canada	1316309	745892
VIBRA-GROOMER	Canada	341246	186344
WIDE TRACK	Canada	1185477	670464
WIDE TRACK	Canada	432189	252040
QUIETCLEAN	United States	78/973054	3469813
SANITAIRE	United States	76/497231	3121140
SANITAIRE	United States	72/195008	0787466
WIDE TRACK	United States	73/100878	1112996
DURALITE	United States	77/083674	3718977
DURALITE	Canada	1331648	758012
NIMBLE	Australia	1069185	1069185
NIMBLE	China	1069185	1069185
NIMBLE	European CTM	1069185	1069185
NIMBLE	International TM-Madrid	1069185	1069185
TRADITION	United States	87/493,194	5520872
FORCE	United States	87/493,225	5520874
EXTEND	United States	87/493,201	5520873
TRANSPORT	United States	87/493,230	5520875
DRY TIME	United States	87/493,205	5450390

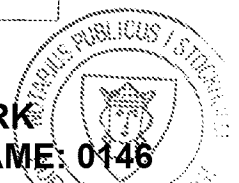





Mark	Country	Application No.	Registration No.
RESTORE	United States	87/493,238	5471658
EON	United States	87/493,240	5379373
RECOUP	United States	87/493,222	
SPAN	United States	87/493,242	5526054
TRADITION	Canada	1843014	
FORCE	Canada	1843015	
EXTEND	Canada	1843016	
TRANSPORT	Canada	1843017	
CHARGE	Canada	1843018	
SURFACE	Canada	1843019	
DRY TIME	Canada	1843020	
RESTORE	Canada	1843021	
CAST	Canada	1843022	
EON	Canada	1843023	
RECOUP	Canada	1843024	
SPAN	Canada	1843025	
COMFORTDRIVE	United States	87/217355	
COMFORTDRIVE	Canada	1806094	
SANITAIRE	Brazil	823502570	823502570
SANITAIRE	Brazil	822329417	822329417
SANITAIRE	Ecuador	111451	16870-2002; Renewal No. 1412-2012
SANITAIRE	European TM	001629393	001629393
SANITAIRE	Macedonia	2018/41	
SANITAIRE	New Zealand		626908

### 3. Trademarks - Unregistered

Mark	Country	Usage
Put Time to Work		Brand tagline
The Ultimate Time Machine		Brand tagline
Green Clean Line		Brand tagline
This is exceptional clean.		Brand tagline
This is do not disturb.		Brand tagline
This is employee satisfaction.		Brand tagline
This is smart business.		Brand tagline
This is maximum output.		Brand tagline
A New Era of Clean		Brand tagline
LEED Daytime Quiet		Feature call out
Do Not Disturb 24/7		Feature call out
Load Dispersion Technology		Feature call out
SANITAIRE	Canada	
EZ KLEEN	United States	



Mark	Country	Usage
QUICK KLEEN (Stylized) 	United States, Canada	
QUICK KLEEN	United States, Canada	
NIMBLE	United States, Canada	
VIBRA-GROOMER	United States	

#### 4. Registered Copyrights

Title	Copyright Number
Sanitaire commercial upright model : 800 series : owner's guide.	TX0006079017
Sanitaire commercial upright vacuum cleaner : 600 and 800 series : owner's guide.	TX0006079015
Sanitaire Quick Kleen commercial upright : 800 series : owner's guide.	TX0006079013
Sanitaire Quick Kleen commercial upright : 800 series : owner's guide.	TX0006079011
Sanitaire Quick Kleen commercial upright : 800 series : owner's guide.	TX0006079014
Sanitaire Quick Kleen commercial upright : 800 series : owner's guide.	TX0006079016
Sanitaire Quick Kleen commercial upright vacuum cleaner : 800 series : owner's guide.	TX0006079012

#### 5. Domain Names

Domain Name	Registrar
NOISEFREEVACUUM.COM	CSC Corporate Domains, Inc.
SANITAIRECOMMERCIAL.CA	CSC Corporate Domains (Canada) Company
SANITAIRECOMMERCIAL.COM	CSC Corporate Domains, Inc.
SANITAIREVAC.CA	CSC Corporate Domains (Canada) Company
SANITAIREVAC.COM	CSC Corporate Domains, Inc.
SANITAIREVACUUM.CA	CSC Corporate Domains (Canada) Company

