B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE		Proof of Claim
Name of Debtor: Oreck Corporation	Case Number: 13-04006	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Microban (Americas), a division of Microban Products Company		**COURT USE ONLY**
Name and address where notices should be sent: c/o Robin Bicket White, Esq. Frost Brown Todd LLC 150 3rd Avenue South, Suite 1900 Nashville, TN 37201 Telephone number: 615.251.5550 email: rwhite@fbtlaw.com		☐ Check this box if this claim amends a previously filed claim. **Court Claim Number:** _____ *(If known)* Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: email:		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $766,242.00

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: License and Supply Agreement. See Attached Addendum.
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:**	**3b. Uniform Claim Identifier (optional):**
_____	_____ (See instruction #3a)	_____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $_____

Annual Interest Rate: 0 % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: **$**_____

Amount Unsecured: **$**_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).	**Amount entitled to priority:**
☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).	☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(__).	$_____

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

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7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (*See instruction #7, and the definition of "**redacted**".*)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: See Attached Addendum.

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ■ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Robin Bicket White
Title: Attorney for Claimant
Company: Frost Brown Todd LLC
Address and telephone number (if different from notice address above):

/s/ Robin Bicket White (Signature) September 12, 2013 (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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***In re Oreck Corporation* (the "Debtor")**
United States Bankruptcy Court for the Middle District of Tennessee
Case No. 13-04006

ADDENDUM TO PROOF OF CLAIM OF MICROBAN (AMERICAS), A DIVISION OF MICROBAN PRODUCTS COMPANY

1. Microban (Americas), a division of Microban Products Company ("MBAM"), and the Debtor are parties to that certain License and Supply Agreement effective as of September 1, 2007 (as amended as of March 1, 2008 and June 1, 2010, the "Agreement"). Due to the confidential and proprietary nature of the information contained in the Agreement and related documents (as well as the voluminous nature of such Agreement and related documents), MBAM has not attached copies of the Agreement and related documents hereto. To the extent this Court deems it necessary for MBAM to provide any copies of such Agreement and related documents in connection with this Proof of Claim, MBAM respectfully requests that this Court authorize MBAM to provide such copies under seal, pursuant to 11 U.S.C. § 107(b).

2. The Agreement provides, among other things, that the Debtor is required to manufacture at least 300,000 vacuum cleaners per year with antimicrobial additives procured from MBAM (the "Conversion Requirement"). Specifically, these antimicrobials ("Microban Compounds") must be incorporated into the outer bags of the vacuum cleaners, plus at least six of the following components: cord wrap, bag dock, handle, baseplate, headlight cover, belt door and top cover.

3. Upon information and belief, the cost of such antimicrobials to the Debtor (i.e. MBAM's sales price under the Agreement) is at least US$1.00 per vacuum cleaner unit.

4. The Debtor's Conversion Requirement obligations run on an annual basis from September 1 through August 30.

5. For the period September 1, 2010 through August 31, 2011, the Debtor purchased US$133,758 of Microban Compounds, leaving a shortfall of not less than US$166,242 under the Agreement, relating to such period.

6. For the period September 1, 2011 through August 31, 2012, the Debtor did not purchase any Microban Compounds, leaving a shortfall of not less than US$300,000 under the Agreement, relating to such period.

7. For the period September 1, 2012 through August 31, 2013, the Debtor did not purchase any Microban Compounds, leaving a balance of not less than US$300,000 to be purchased under the Agreement during such period (and by August 30, 2013).

8. Accordingly, not less than US$766,242 is due and owing by the Debtor to MBAM under the Agreement.

9. MBAM expressly reserves its right to amend, modify and/or supplement this Proof of Claim at any time, for any reason, including, without limitation, to assert that an amount greater than that set forth herein is due to MBAM under the Agreement or to assert any further claims against the Debtor for any additional amounts due and owing MBAM by the Debtor.

10. MBAM reserves its rights, including, but not limited to, its netting, recoupment, and setoff rights. MBAM reserves its rights regarding all other claims and defenses that it may assert from time to time, including but not limited to those specifically described herein. The filing of this Proof of Claim is not: (a) a waiver or release of the rights of MBAM against any person, entity or property; (b) a waiver or release of any right or claim of MBAM arising out of any other claim, of any nature whatsoever, which MBAM has against the Debtor or any of its affiliates; (c) a waiver or release of any rights of MBAM under any provision of the Bankruptcy Code or applicable non-bankruptcy law; (d) an election of any remedy to the exclusion, express

or implied, of any other remedy; (e) a consent that this claim is a debt which is subject to discharge in this or any other subsequent bankruptcy proceeding; (f) a ratification or consent to any obligations or liability based upon or arising out of any transactions between MBAM and the Debtor; (g) a waiver or release of any rights of MBAM to have any and all final orders in any and all noncore matters entered only after de novo review by a U.S. District Court; (h) a waiver or release of any rights of MBAM to a jury trial; or (i) a waiver or release of any rights of MBAM to have the reference withdrawn in this matter or proceeding. All of the foregoing rights and claims are hereby preserved without exception by MBAM and with no purpose of confessing or conceding any of the foregoing in any way by this filing or by any other participation in this case.

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