B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE

PROOF OF CLAIM

Name of Debtor: Oreck Direct, LLC	Case Number: 13-4009

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
GSC Recovery III, L.P.

Name and address where notices should be sent::
GSC Recovery III, L.P.
c/o Winston & Strawn LLP, Attn. Daniel J. McGuire
35 West Wacker Drive
Chicago, IL 60601
(312) 558-5600

RECEIVED
SEP 16 2013
BMC GROUP

Name and address where payment should be sent (if different from above):

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number:

Filed on:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: Not less than $4,230,719.33, See Attachment

If all or part of your claim is secured, complete item 4 below; however, if your entire claim is unsecured, do not 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 itemized statement of interest or charges.

2. Basis for Claim: See Attachment
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Describe: See Attachment

Value of Property: To be determined **Annual Interest Rate**

Amount of arrearage and other charges as of time case filed included in secured claim, if any: $_____ **Basis for perfection:** See attached

Amount of Secured Claim: See attachment

Amount Unsecured: Only to extent determined that claimant is undersecured, if at all

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

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to $2,425* 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)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 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.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. *(See definition of "redacted" on reverse side.)*

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

If the documents are not available, please explain:

Date: 9/11/2013

BY: _____

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both.

FOR COURT USE ONLY

Oreck POC
09-00033

Error! Unknown document property name.

ATTACHMENT

DEBTOR: Oreck Direct, LLC (the "**Debtor**")
DATE OF FILING: May 6, 2013 (the "**Petition Date**")

A. Description of Claim

GSC Recovery III, L.P. (as successor in interest to Wells Fargo Bank, National Association), as lender (the "**Prepetition First Lien Lender**"), holds a secured claim against the Debtor, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately $4,230,719.33 in respect of loans made by Prepetition First Lien Lender pursuant to, and in accordance with the terms of that certain Credit and Security Agreement, dated as of August 29, 2012 (as the same may be amended, supplemented or otherwise modified from time to time, the "**Prepetition First Lien Credit Agreement**") among the Debtors[1] and the Prepetition First Lien Lender, plus, in each case, interest thereon and other obligations incurred in connection therewith as provided in the Prepetition First Lien Credit Agreement and any ancillary and related documents thereto (the "**Prepetition First Lien Credit Agreement Obligations**").

In accordance with that certain second motion (the "**Motion**")[2] dated May 17, 2013 of the Debtors seeking, pursuant to sections 105, 361, 362, 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure, this Court's authorization for the Debtors to obtain senior secured postpetition financing pursuant to that certain Debtor-In-Possession Credit Agreement, the Court authorized the Debtors, pursuant to a final order approving the Motion (the "**DIP Order**") to use all Cash Collateral to pay down, on a rolling basis, the Prepetition First Lien Credit Agreement Obligations in accordance with the provisions of the DIP Documents and Approved Budget (the "**Roll-Up Payments**"); *provided, however*, that the Court reserved the right to unwind, after notice and hearing, the Roll-Up Payments, or a portion thereof, solely in the event that there is a timely successful challenge (a "**Challenge**"), pursuant and subject to the limitations contained in paragraph 19 of the DIP Order, to the validity, enforceability, extent, perfection or priority of the Prepetition Secured Obligations, and only to the extent that, the Court finds that, in light of such timely successful challenge, the Roll-Up Payments unduly advantaged the Prepetition First Lien Lender.

Currently, no Challenge has been brought against the Prepetition First Lien Lender. Nonetheless, the Committee has made an informal document and information request to the Prepetition First Lien Lender through its counsel Lowenstein Sandler LLP,

[1] The borrowers under the Prepetition First Lien Credit Agreement included Oreck Franchise Services, LLC, which is no longer an operating entity and thus is not a debtor in these cases.
[2] Terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

which the Prepetition First Lien Lender provided responses to on July 1, 2013 and July 3, 2013. Accordingly, the Challenge Period has been extended, by mutual agreement among the Prepetition First Lien Lender and the Committee to July 31, 2013 for certain actions and September 16, 2013 for other actions.

The Prepetition First Lien Lender files this proof of claim (the "**Claim**") to assert a claim with respect to all Prepetition First Lien Credit Agreement Obligations, including without limitation (1) an amount equal to the Roll-Up Payments in the event a successful Challenge with respect to the Prepetition First Lien Credit Agreement Obligations is brought and the Roll-Up Payments are unwound and (2) indemnification rights of the Prepetition First Lien Lender against the Debtors, including without limitation with respect to any response the Prepetition First Lien Lender must make to any asserted Challenge.

B. Documents Supporting the Claim

The Prepetition First Lien Credit Agreement upon which this Claim is based is attached as "**Exhibit A.**"[3]

C. Reservation of Rights

Nothing herein or otherwise, including, but without limitation, any later appearance, pleading, claim, or action, is intended or shall be deemed to be a waiver, release, or modification by Prepetition First Lien Lender of its respective (a) right to have final orders in noncore matters entered after *de novo* review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to these cases; (c) right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (d) other rights, remedies, claims, actions, defenses, setoffs, or recoupments to which Prepetition First Lien Lender is or may be entitled, all of which are hereby expressly reserved. Prepetition First Lien Lender also specifically reserves all rights to supplement, amend, and/or modify this proof of claim with any information, including, without limitation, updated amounts, post-petition amounts, the priority of any amounts due and/or other claims of liability arising out of or resulting from the Prepetition First Lien Credit Agreement and related documents. The filing of this Claim is not an acknowledgment of admission that the Bankruptcy Court has jurisdiction over the Prepetition First Lien Lender's claims against any debtor or non-debtor entity, and the Prepetition First Lien Lender reserves all rights with respect thereto.

[3] Prepetition First Lien Lender reserves the right to supplement "Exhibit A" with additional documents pertaining to this Claim.

EXHIBIT A

Attached hereto.

CREDIT AND SECURITY AGREEMENT

by and among

ORECK CORPORATION,

ORECK DIRECT, LLC,

ORECK MERCHANDISING, LLC,

ORECK HOMECARE, LLC,

VECTEUR, LLC,

ORECK HOLDINGS, LLC,

ORECK FRANCHISE SERVICES, LLC,

ORECK MANUFACTURING COMPANY,

and

ORECK SALES, LLC,

as Borrowers,

ASP ORECK INC.,

as Parent and Guarantor,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Lender

Dated as of August 29, 2012

TABLE OF CONTENTS

PAGE

1. DEFINITIONS AND CONSTRUCTION 1
   1.1 Definitions, Code Terms, Accounting Terms and Construction. 1
2. LOANS AND TERMS OF PAYMENT. 1
   2.1 Revolving Loan Advances. 1
   2.2 [Reserved]. 1
   2.3 Borrowing Procedures. 1
   2.4 Payments; Prepayments. 2
   2.5 Oreck as Agent for Borrowers 3
   2.6 Interest Rates: Rates, Payments, and Calculations. 3
   2.7 Designated Account 4
   2.8 Maintenance of Loan Account; Statements of Obligations 4
   2.9 Maturity Termination Dates. 4
   2.10 Effect of Maturity 4
   2.11 Termination or Reduction by Borrowers. 5
   2.12 Fees. 5
   2.13 Letters of Credit. 5
   2.14 Illegality; Impracticability; Increased Costs. 8
   2.15 Capital Requirements. 8
   2.16 Extent of Each Borrower's Liability, Contribution. 8
3. SECURITY INTEREST. 9
   3.1 Grant of Security Interest. 9
   3.2 Borrowers Remain Liable. 9
   3.3 Assignment of Insurance. 10
   3.4 Financing Statements. 10
4. CONDITIONS. 10
   4.1 Conditions Precedent to the Initial Extension of Credit. 10
   4.2 Conditions Precedent to all Extensions of Credit. 10
   4.3 Conditions Subsequent. 11
5. REPRESENTATIONS AND WARRANTIES. 11
6. AFFIRMATIVE COVENANTS. 11
   6.1 Financial Statements, Reports, Certificates. 11
   6.2 Collateral Reporting. 11
   6.3 Existence. 11
   6.4 Maintenance of Properties. 11
   6.5 Taxes. 11
   6.6 Insurance. 12
   6.7 Inspections, Exams, Audits and Appraisals. 12
   6.8 Account Verification. 12
   6.9 Compliance with Laws. 12
   6.10 Environmental. 12
   6.11 Disclosure Updates. 13
   6.12 Collateral Covenants. 13
   6.13 Material Contracts. 17
   6.14 Location of Inventory, Equipment and Books. 17
   6.15 Further Assurances. 17
7. NEGATIVE COVENANTS. 18
   7.1 Indebtedness. 18
   7.2 Liens. 18
   7.3 Restrictions on Fundamental Changes. 18
   7.4 Disposal of Assets. 19
   7.5 Change Name. 19
   7.6 Nature of Business. 19
   7.7 Payments and Amendments. 19
   7.8 Change of Control. 19
   7.9 Restricted Junior Payments. 19

TABLE OF CONTENTS

PAGE

7.10 Accounting Methods. 20
7.11 Investments; Controlled Investments. 20
7.12 Transactions with Affiliates. 20
7.13 Use of Proceeds. 21
7.14 Limitation on Issuance of Stock. 21
7.15 Consignments. 21
7.16 Inventory and Equipment with Bailees. 21
7.17 Parent as Holding Company. 21

8. FINANCIAL COVENANTS. 21

9. EVENTS OF DEFAULT. 22

10. RIGHTS AND REMEDIES. 24
10.1 Rights and Remedies. 24
10.2 Additional Rights and Remedies. 24
10.3 Lender Appointed Attorney in Fact. 25
10.4 Remedies Cumulative. 26
10.5 Crediting of Payments and Proceeds. 26
10.6 Marshaling. 26
10.7 License. 26
10.8 Disposition of Pledged Interests by Lender. 26
10.9 Voting and Other Rights in Respect of Pledged Interests. 27

11. WAIVERS; INDEMNIFICATION. 27
11.1 Demand; Protest; etc. 27
11.2 The Lender's Liability for Collateral. 27
11.3 Indemnification. 27

12. NOTICES. 28

13. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. 29

14. ASSIGNMENTS; SUCCESSORS. 30

15. AMENDMENTS; WAIVERS. 30

16. TAXES. 30

17. GENERAL PROVISIONS. 30
17.1 Effectiveness. 30
17.2 Section Headings. 30
17.3 Interpretation. 30
17.4 Severability of Provisions. 30
17.5 Debtor-Creditor Relationship. 30
17.6 Counterparts; Electronic Execution. 31
17.7 Revival and Reinstatement of Obligations. 31
17.8 Confidentiality. 31
17.9 Lender Expenses. 32
17.10 Setoff. 32
17.11 Survival. 32
17.12 Patriot Act. 32
17.13 Integration. 32
17.14 Bank Product Providers. 32

EXHIBITS AND SCHEDULES

Schedule 1.1	Definitions
Schedule 2.12	Fees
Schedule 4.3	Post-Closing Requirements
Schedule 6.1	Financial Statement, Reports, Certificates
Schedule 6.2	Collateral Reporting
Schedule 7.12	Transactions with Affiliates
Schedule A-1	Collection Account
Schedule A-2	Authorized Person
Schedule C-1	Credit Card Issuers and Credit Card Processors
Schedule D-1	Designated Account
Schedule P-1	Permitted Investments
Schedule P-2	Permitted Liens
Schedule P-3	Pledged Interests
Schedule R-1	Real Property Collateral

Exhibit A	Form of Compliance Certificate
Exhibit B	Conditions Precedent
Exhibit C	Reserved
Exhibit D	Representations and Warranties
Exhibit E	Information Certificate
Exhibit F	Pledged Interests Addendum

Case 3:13-bk-04009 Claim 33-1 Part 2 Filed 09/13/13 Desc Exhibit A - Credit Agmt
1 of 5 Page 4 of 40

CREDIT AND SECURITY AGREEMENT

THIS CREDIT AND SECURITY AGREEMENT (this "Agreement"), is entered into as of August 29, 2012, by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Lender"), **ORECK CORPORATION**, a Delaware corporation ("Oreck"), **ORECK DIRECT, LLC**, a Delaware limited liability company ("Oreck Direct"), **ORECK MERCHANDISING, LLC**, a Delaware limited liability company ("Oreck Merchandising"), **ORECK HOMECARE, LLC**, a Delaware limited liability company ("Oreck Homecare"), **VECTEUR, LLC**, a Delaware limited liability company ("Vecteur"), **ORECK HOLDINGS, LLC**, a Delaware limited liability company ("Oreck Holdings"), **ORECK FRANCHISE SERVICES, LLC**, a Delaware limited liability company ("Oreck Franchise"), **ORECK MANUFACTURING COMPANY**, a Delaware corporation ("Oreck Manufacturing"), **ORECK SALES, LLC**, a Delaware limited liability company ("Oreck Sales" and together with Oreck, Oreck Direct, Oreck Merchandising, Oreck Homecare, Vecteur, Oreck Holdings, Oreck Franchise and Oreck Manufacturing, each a "Borrower" and collectively, the "Borrowers"), and **ASP ORECK INC.**, a Delaware corporation ("Parent").

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions, Code Terms, Accounting Terms and Construction.** Capitalized terms used in this Agreement shall have the meanings specified therefor on Schedule 1.1. Additionally, matters of (i) interpretation of terms defined in the Code, (ii) interpretation of accounting terms and (iii) construction are set forth in Schedule 1.1.

2. LOANS AND TERMS OF PAYMENT.

2.1 **Revolving Loan Advances.**

(a) Subject to the terms and conditions of this Agreement, and during the term of this Agreement, Lender agrees to make revolving loans ("Advances") to Borrowers in an amount at any one time outstanding not to exceed *the lesser of:*

(i) the Maximum Revolver Amount *less* the Letter of Credit Usage at such time, and

(ii) the Borrowing Base at such time *less* the Letter of Credit Usage at such time.

(b) Amounts borrowed pursuant to this Section 2.1 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Advances, together with interest accrued and unpaid thereon, shall be due and payable on the Termination Date. Lender has no obligation to make an Advance at any time following the occurrence of a Default or an Event of Default.

(c) Anything to the contrary in this Section 2.1 notwithstanding, Lender shall have the right in its Permitted Discretion (but not the obligation) to establish, increase, reduce, eliminate, or otherwise adjust Reserves from time to time against the Borrowing Base in such amounts, and with respect to such matters, as Lender shall deem necessary or appropriate, including with respect to amounts that may be payable by any Borrower to third parties.

2.2 **[Reserved].**

2.3 **Borrowing Procedures.**

(a) **Procedure for Borrowing.** Provided Lender has not separately agreed that Borrowers may use the Loan Management Service, each Borrowing shall be made by a written request by an Authorized Person delivered to Lender. Such written request must be received by Lender no later than 1:00 p.m. (Eastern time) on the Business Day that is the requested Funding Date specifying (i) the amount of such Borrowing, and (ii) the requested Funding Date, which shall be a Business Day. At Lender's election, in lieu of delivering the above-described written request, any Authorized Person may give Lender telephonic notice of such request by the required time. Lender is authorized to make the Advances, and to issue the Letters of Credit, under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Person.

(b) **Making of Loans.** Promptly after receipt of a request for a Borrowing pursuant to Section 2.3(a), Lender shall make the proceeds thereof available to Borrowers on the applicable Funding Date by transferring immediately

available funds equal to such amount to the Designated Account; provided, however, that, Lender shall not have the obligation to make any Advance if (i) one (1) or more of the applicable conditions precedent set forth in Section 4 will not be satisfied on the requested Funding Date for the applicable Borrowing unless such condition has been waived by Lender, or (ii) the requested Borrowing would exceed the Availability on such Funding Date.

(c) **Loan Management Service.** If Lender has separately agreed that Borrowers may use the Loan Management Service, Borrowers shall not request and Lender shall no longer honor a request for an Advance made in accordance with Section 2.3(a) and all Advances will instead be initiated by Lender and credited to the Designated Account as Advances as of the end of each Business Day in an amount sufficient to maintain an agreed upon ledger balance in the Designated Account, subject only to Availability as provided in Section 2.1. If Lender terminates Borrowers' access to the Loan Management Service, Borrowers may continue to request Advances as provided in Section 2.3(a), subject to the other terms and conditions of this Agreement. Lender shall have no obligation to make an Advance through the Loan Management Service after the occurrence of a Default or an Event of Default, or in an amount in excess of Availability, and may terminate the Loan Management Service at any time in its sole discretion.

(d) **Protective Advances.** At any time during the continuance of a Default or an Event of Default, Lender may make an Advance for any reason at any time in its Permitted Discretion, without Borrowers' compliance with any of the conditions of this Agreement, and (i) disburse the proceeds directly to third Persons in order to protect Lender's interest in the Collateral or to perform any obligation of Borrowers under this Agreement or otherwise to enhance the likelihood of repayment of the Obligations, or (ii) apply the proceeds to outstanding Obligations then due and payable (such Advance, a "Protective Advance").

2.4 **Payments; Prepayments.**

(a) **Payments by Borrowers.** Except as otherwise expressly provided herein, all payments by Borrowers shall be made as directed by Lender or as otherwise specified in the applicable Cash Management Documents.

(b) **Payments by Account Debtors.** Within sixty (60) days after the Closing Date, the Loan Parties shall instruct Account Debtors to make payments either directly to the Lockbox for deposit by Lender directly to the Collection Account, or instruct them to deliver such payments to Lender by wire transfer, ACH, or other means as Lender may direct for deposit to the Lockbox or Collection Account or for direct application to reduce the outstanding Advances. If any Loan Party receives a payment of the Proceeds of Collateral directly, such Loan Party will within one (1) Business Day, deposit the payment or Proceeds into the Collection Account; provided, however, the Loan Parties may deposit cash or checks received at their Homecare Store locations into any Deposit Accounts permitted under Sections 6.12(j) and 7.11 it being agreed that subject to the exceptions set forth in Section 7.11, the balance of such accounts shall be swept daily to the Collection Account. Until so deposited, such Loan Party will hold all such payments and Proceeds in trust for Lender without commingling with other funds or property.

(c) **Crediting Payments.** For purposes of calculating Availability and the accrual of interest on outstanding Obligations, unless otherwise provided in the applicable Cash Management Documents or as otherwise agreed between the Loan Parties and Lender, each payment shall be applied to the Obligations as of the first Business Day following the Business Day of deposit to the Collection Account of immediately available funds or other receipt of immediately available funds by Lender provided such payment is received in accordance with Lender's usual and customary practices as in effect from time to time. Any payment received by Lender that is not a transfer of immediately available funds shall be considered provisional until the item or items representing such payment have been finally paid under applicable law. Should any payment item not be honored when presented for payment, then the Loan Parties shall be deemed not to have made such payment, and that portion of Borrowers' outstanding Obligations corresponding to the amount of such dishonored payment item shall be deemed to bear interest as if the dishonored payment item had never been received by Lender. Upon request, Lender shall timely provide to a Borrower copies of the financial instruments or other documents evidencing the dishonor so that such Borrower may consider pursuing collection of such matter. Each reduction in outstanding Advances resulting from the application of such payment to the outstanding Advances shall be accompanied by an equal reduction in the amount of outstanding Accounts.

(d) **Application of Payments.** All Collections and all Proceeds of Collateral received by Lender, shall be applied, so long as no Event of Default has occurred and is continuing, to reduce the outstanding Obligations in such manner as Lender shall determine in its Permitted Discretion. After payment in full in cash of all Obligations, any remaining balance shall be transferred to the Designated Account or otherwise to such other Person entitled thereto under applicable law. Notwithstanding the foregoing, Borrowers may retain the proceeds of the Specified Claim to the extent the proceeds thereof are required to be paid to any Person that has provided financing of the Specified Claim permitted hereunder.

(e) **Mandatory Prepayments.** If, at any time, the Revolver Usage exceeds (i) the Borrowing Base or (ii) the Maximum Revolver Amount, less Reserves (in accordance with Section 2.1(c)) at such time or (such excess amount

being referred to as the "Overadvance Amount"), then Borrowers shall immediately upon demand prepay the Obligations in an aggregate amount equal to the Overadvance Amount. If payment in full of the outstanding revolving loans is insufficient to eliminate the Overadvance Amount and Letter of Credit Usage continues to exceed the Borrowing Base, Borrowers shall maintain Letter of Credit Collateralization of the outstanding Letter of Credit Usage until Borrowers eliminate the Overadvance Amount. Lender shall not be obligated to provide any Advances during any period that an Overadvance Amount is outstanding. Each prepayment pursuant to this Section 2.4(e) shall, (A) so long as no Event of Default shall have occurred and be continuing, be applied, *first*, to the outstanding principal amount of the Advances until paid in full, and *second*, to cash collateralize the Letters of Credit in an amount equal to 105% of the then outstanding Letter of Credit Usage, and (B) if an Event of Default shall have occurred and be continuing, be applied in the manner set forth in Section 10.5.

2.5 **Oreck as Agent for Borrowers.** Each Borrower hereby irrevocably appoints Oreck as the borrowing agent and attorney-in-fact for all Borrowers (the "Administrative Borrower") which appointment shall remain in full force and effect unless and until Lender shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (a) to provide Lender with all notices with respect to Advances, Letters of Credit and other extensions of credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement, and (b) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Advances, Letters of Credit and other extensions of credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lender shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce Lender to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify Lender and hold Lender harmless against any and all liability, expense, loss or claim of damage or injury, made against Lender by any Borrower or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Loan Account and Collateral of Borrowers as herein provided, or (b) Lender's relying on any instructions of the Administrative Borrower, except that Borrowers will have no liability to Lender under this Section 2.5 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Lender.

2.6 **Interest Rates; Rates, Payments, and Calculations.**

(a) **Interest Rates.** Except as provided in Section 2.6(b), the principal amount of all Obligations (except for undrawn Letters of Credit and Bank Products) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest on the Daily Balance thereof at a per annum rate equal to the Interest Rate plus the Interest Rate Margin.

(b) **Default Rate.** Upon the occurrence and during the continuation of an Event of Default and at any time following the Termination Date,

(i) the principal amount of all Obligations (except for undrawn Letters of Credit and Bank Products) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest on the Daily Balance thereof at a per annum rate equal to 2 percentage points above the per annum rate otherwise applicable thereunder, and

(ii) the Letter of Credit fee provided for in Section 2.12 shall be increased by 2 percentage points above the per annum rate otherwise applicable hereunder.

(c) **Payment.** Except to the extent provided to the contrary in Section 2.12, all interest, all Letter of Credit fees, all other fees payable hereunder or under any of the other Loan Documents, all costs and expenses payable hereunder or under any of the other Loan Documents, and all Lender Expenses shall be due and payable, in arrears, on the first day of each month. Each Borrower hereby authorizes Lender, from time to time without prior notice to Borrowers, to charge all interest, Letter of Credit fees, and all other fees payable hereunder or under any of the other Loan Documents (in each case, as and when due and payable), all costs and expenses payable hereunder or under any of the other Loan Documents (in each case, as and when accrued or incurred), all Lender Expenses (as and when accrued or incurred), and all fees and costs provided for in Section 2.12 (as and when accrued or incurred), and all other payment obligations as and when due and payable under any Loan Document or any Bank Product Agreement (including any amounts due and payable to any Bank Product Provider in respect of Bank Products) to the Loan Account, which amounts shall thereupon constitute Advances hereunder and, shall accrue interest at the rate then applicable to Advances. Any interest, fees, costs, expenses, Lender Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement that are charged to the Loan Account shall thereafter constitute Advances hereunder and shall accrue interest at the rate then applicable to Advances.

(d) **Computation.** All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Interest Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Interest Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Interest Rate.

(e) **Intent to Limit Charges to Maximum Lawful Rate.** In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and Lender, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

2.7 **Designated Account**. Borrowers agree to establish and maintain one or more Designated Accounts, each in the name of a single Borrower, for the purpose of receiving the proceeds of the Advances requested by Borrowers and made by Lender hereunder. Unless otherwise agreed by Lender and Borrowers, any Advance requested by Borrowers and made by Lender hereunder shall be made to the applicable Designated Account.

2.8 **Maintenance of Loan Account; Statements of Obligations**. Lender shall maintain an account on its books in the name of Borrowers (the "Loan Account") in which will be recorded all Advances made by Lender to Borrowers or for Borrowers' account, the Letters of Credit issued or arranged by Lender for Borrowers' account, and all other payment Obligations hereunder or under the other Loan Documents, including accrued interest, fees and expenses, and Lender Expenses. In accordance with Section 2.4, the Loan Account will be credited with all payments received by Lender from Borrowers or for Borrowers' account. All monthly statements delivered by Lender to Borrowers regarding the Loan Account, including with respect to principal, interest, fees, and including an itemization of all charges and expenses constituting Lender Expenses owing, shall be subject to subsequent adjustment by Lender but shall, absent manifest error, be conclusively presumed to be correct and accurate and constitute an account stated between Borrowers and Lender unless, within 30 days after receipt thereof by Borrowers, Borrowers shall deliver to Lender written objection thereto describing the error or errors contained in any such statements.

2.9 **Maturity Termination Dates**. Lender's obligations under this Agreement shall continue in full force and effect for a term ending on the earliest of (i) the earlier of (A) August 29, 2016 or (B) the date that is 120 days prior to the scheduled maturity date of the Second Lien Debt (such earlier date, the "Maturity Date"), (ii) the date Borrowers terminate the Revolving Credit Facility, or (iii) the date the Revolving Credit Facility terminates pursuant to Sections 10.1 and 10.2 following an Event of Default (the earliest of these dates, the "Termination Date"). The foregoing notwithstanding, Lender shall have the right to terminate its obligations under this Agreement immediately and without notice upon the occurrence and during the continuation of an Event of Default. Each Borrower jointly and severally promises to pay the Obligations (including principal, interest, fees, costs, and expenses, including Lender Expenses) in full on the Termination Date (other than the Hedge Obligations, which shall be paid in accordance with the applicable Hedge Agreement).

2.10 **Effect of Maturity**. On the Termination Date, all obligations of Lender to provide additional credit hereunder shall automatically be terminated and all of the Obligations (other than Hedge Obligations which shall be terminated in accordance with the applicable Hedge Agreement) shall immediately become due and payable without notice or demand and Borrowers shall immediately repay all of the Obligations in full. No termination of the obligations of Lender (other than cash payment in full of the Obligations and termination of the obligations of Lender to provide additional credit hereunder) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Lender's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations have been paid in full in cash and Lender's obligations to provide additional credit hereunder shall have been terminated. Provided that there are no suits, actions, proceedings or claims pending or threatened against any Indemnified Person under this Agreement with respect to any Indemnified Liabilities, Lender shall, at Borrowers' expense, release or terminate any filings or other agreements that perfect the Lender's Liens in the Collateral, upon Lender's receipt of each of the following, in form and content reasonably satisfactory to Lender: (a) cash payment in full of all Obligations and completed performance by Borrowers with respect to their other obligations under this Agreement (including Letter of Credit Collateralization with respect to all outstanding Letter of Credit Usage), (b) evidence that any obligation of Lender to make Advances to any Borrower or provide any further credit to any Borrower has been terminated, (c) a general release of all claims against Lender and its Affiliates by each Borrower and each Loan Party relating to Lender's performance and obligations under the Loan Documents, and (d) an agreement by each Borrower, each Guarantor, and any new lender to any Borrower to indemnify Lender and its Affiliates for any payments received by Lender or its Affiliates that are applied to the Obligations as a final payoff that may subsequently be returned or otherwise not

paid for any reason. With respect to any outstanding Hedge Obligations which are not so paid in full, the Bank Product Provider may require Borrowers to cash collateralize the then existing Hedge Obligations in an amount reasonably acceptable to Lender, but in no event more than 105% of the then-outstanding Hedging Obligations, prior to releasing or terminating any filings or other agreements that perfect the Lender's Liens in the Collateral.

2.11 **Termination or Reduction by Borrowers.**

(a) Borrowers may terminate the Credit Facility or reduce the Maximum Revolver Amount at any time prior to the Maturity Date, if they (i) deliver a notice to Lender of their intentions at least ten (10) Business Days prior to the proposed action, (ii) pay to Lender the applicable termination fee, reduction fee or prepayment fee (if any) set forth in Schedule 2.12, and (iii) pay the Obligations (other than the outstanding Hedge Obligations, which shall be paid in accordance with the applicable Hedge Agreement) in full or down to the reduced Maximum Revolver Amount, as applicable. Any reduction in the Maximum Revolver Amount shall be in multiples of $100,000, with a minimum reduction of at least $1,000,000. Each such termination, reduction or prepayment shall be irrevocable. Once reduced, the Maximum Revolver Amount may not be increased.

(b) The applicable termination fee, reduction fee and prepayment fee set forth in Schedule 2.12 shall be presumed to be the amount of damages sustained by Lender as a result of an early termination, reduction or prepayment, as applicable and each Borrower agrees that it is reasonable under the circumstances currently existing (including the borrowings that are reasonably expected by Borrowers hereunder and the interest, fees and other charges that are reasonably expected to be received by Lender hereunder). In addition, Lender shall be entitled to such early termination fee upon the occurrence of any Event of Default described in Sections 9.4 and 9.5 hereof, even if Lender does not exercise its right to terminate this Agreement, but elects, at its option, to provide financing to Borrowers or permit the use of cash collateral during an Insolvency Proceeding. The early termination fee, reduction fee and prepayment fee, as applicable, provided for in Schedule 2.12 shall be deemed included in the Obligations.

2.12 **Fees.** Borrowers shall pay to Lender the fees set forth on Schedule 2.12 attached hereto.

2.13 **Letters of Credit.**

(a) Subject to the terms and conditions of this Agreement, upon the request of a Borrower made in accordance herewith, Lender agrees to issue a requested Letter of Credit for the account of such Borrower. By submitting a request to Lender for the issuance of a Letter of Credit, such Borrower shall be deemed to have requested that Lender issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be made in writing by an Authorized Person and delivered to Lender via hand delivery, telefacsimile, or other electronic method of transmission reasonably in advance of the requested date of issuance, amendment, renewal, or extension. Each such request shall be in form and substance reasonably satisfactory to Lender, and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Letter of Credit Agreements as Lender may reasonably request or require, to the extent that such requests or requirements are consistent with the Letter of Credit Agreements that Lender generally requests for Letters of Credit in similar circumstances.

(b) Lender shall have no obligation to issue, amend, renew or extend a Letter of Credit if after giving effect to the requested issuance, amendment, renewal or extension, the Letter of Credit Usage would exceed the lesser of:

(i) (A) the Borrowing Base at such time *less* the outstanding amount of Advances at such time, or (B) the Maximum Revolver Amount *less* the outstanding amount of Advances, *less* Reserves (in accordance with Section 2.1(c)) at such time, or,

(ii) $3,500,000.

(c) Lender shall have no obligation to issue a Letter of Credit if (i) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Lender from issuing such Letter of Credit or any law applicable to Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Lender shall prohibit or request that Lender refrain from the issuance of letters of credit generally or such Letter of Credit in particular, or (ii) the issuance of such Letter of Credit would violate one or more policies of Lender applicable to letters of credit generally.

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to Lender, including the requirement that the amounts payable thereunder must be payable in Dollars, and shall expire on a date no more than 12 months after the date of issuance or last renewal of such Letter of Credit, which date shall be no later than the Maturity Date. If Lender makes a payment under a Letter of Credit, Borrowers shall pay Lender an amount equal to the applicable Letter of Credit Disbursement on the date such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be an Advance hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4 or this Section 2.13) and, initially, shall bear interest at the rate then applicable to Advances. If a Letter of Credit Disbursement is deemed to be an Advance hereunder, Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to Lender shall be automatically converted into an obligation to pay Lender such resulting Advance.

(e) Each Borrower hereby agrees to indemnify, save, defend, and hold Lender harmless from any damage, loss, cost, expense, or liability, and reasonable attorneys' fees and expenses incurred by Lender arising out of or in connection with any Letter of Credit; provided, that Borrowers shall not be obligated hereunder to indemnify Lender for any damage, loss, cost, expense, or liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of Lender.

(f) Lender and each Borrower agree that, in paying any drawing under a Letter of Credit, Lender shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. Neither Lender nor any correspondent, participant or assignee of Lender shall be liable to any Loan Party for (i) any action taken or omitted under or relating to any Letter of Credit in the absence of gross negligence or willful misconduct; (ii) any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit or any error in interpretation of technical terms, unless due to the gross negligence or willful misconduct of Lender; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Agreement. Each Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, that this assumption is not intended to, and shall not, preclude Borrowers from pursuing such rights and remedies as they may have against the beneficiary or transferee at law or under any other agreement. Absent gross negligence or willful misconduct, neither Lender nor any correspondent, participant or assignee of Lender shall be liable or responsible for any of the matters described in clauses (i) through (vi) of Section 2.13(g) or for any action, neglect or omission under or in connection with any Letter of Credit or Letter of Credit Agreement, including in connection with the issuance or any amendment of any Letter of Credit, the failure to issue or amend any Letter of Credit, the honoring or dishonoring of any demand under any Letter of Credit, or the following of any Borrower's instructions or those contained in the Letter of Credit or any modifications, amendments, or supplements thereto, and such action or neglect or omission will bind Borrowers. In furtherance and not in limitation of the foregoing, Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary (or Lender may refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit and may disregard any requirement in a Letter of Credit that notice of dishonor be given in a particular manner and any requirement that presentation be made at a particular place or by a particular time of day), and Lender shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. Lender shall not be responsible for the wording of any Letter of Credit (including any drawing conditions or any terms or conditions that are ineffective, ambiguous, inconsistent, unduly complicated or reasonably impossible to satisfy), notwithstanding any assistance Lender may provide to Borrowers with drafting or recommending text for any letter of credit application or with the structuring of any transaction related to any Letter of Credit, and each Borrower hereby acknowledges and agrees that any such assistance will not constitute legal or other advice by Lender or any representation or warranty by Lender that any such wording or such Letter of Credit will be effective. Without limiting the foregoing, Lender may, as it deems appropriate, use in any Letter of Credit any portion of the language prepared by any Borrower and contained in the Letter of Credit Agreements relative to drawings under such Letter of Credit. Each Borrower hereby acknowledges and agrees that Lender shall not be responsible for delays, errors, or omissions resulting from the malfunction of equipment in connection with any Letter of Credit.

(g) The obligation of each Borrower to reimburse Lender for each drawing under each Letter of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document,

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower or any of its Subsidiaries or any other Loan Party may have at any time against any beneficiary or any transferee of such Letter of

Credit (or any Person for whom any such beneficiary or any such transferee may be acting), Lender or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction,

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit,

(iv) any payment by Lender under such Letter of Credit against presentation of a draft or certificate that does not substantially or strictly comply with the terms of such Letter of Credit (including, without limitation, any requirement that presentation be made at a particular place or by a particular time of day), or any payment made by Lender under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit,

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or discharge of, any Borrower, any of its Subsidiaries, or any other Loan Party, or

(vi) the fact that any Default or Event of Default shall have occurred and be continuing.

(h) Each Borrower acknowledges and agrees that any and all fees, charges, costs, or commissions in effect from time to time, of Lender relating to Letters of Credit, upon the payment or negotiation of any drawing under any Letter of Credit, or upon the occurrence of any other activity with respect to any Letter of Credit (including the transfer, amendment, or cancellation of any Letter of Credit), shall be Lender Expenses for purposes of this Agreement and shall be reimbursable immediately by Borrowers to Lender.

(i) If by reason of (i) any change after the Closing Date in any applicable law, treaty, rule, or regulation or any change in the interpretation or application thereof by any Governmental Authority, or (ii) compliance by Lender with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit issued or caused to be issued hereunder or hereby, or

(ii) there shall be imposed on Lender any other condition regarding any Letter of Credit,

and the result of the foregoing is to increase, directly or indirectly, the cost to Lender of making, participating in, or maintaining any Letter of Credit or to reduce the amount receivable in respect thereof, then, and in any such case, Lender may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify Borrowers, and Borrowers shall pay within 30 days after demand therefor, such amounts as Lender may specify to be necessary to compensate Lender for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Advances hereunder; provided, that (A) Borrowers shall not be required to provide any compensation pursuant to this Section 2.13(i) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to Borrowers, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Lender of any amount due pursuant to this Section 2.13(i), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(j) Unless otherwise expressly agreed by Lender and Borrowers, when a Letter of Credit is issued, (i) the rules of ISP98 shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs shall apply to each commercial Letter of Credit.

(k) In the event of a direct conflict between the provisions of this Section 2.13 and any provision contained in any Letter of Credit Agreement, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.13 shall control and govern.

2.14 **Illegality; Impracticability; Increased Costs.** In the event that (a) any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation or application thereof make it unlawful or impractical for Lender to fund or maintain extensions of credit with interest based upon Daily Three Month LIBOR or to continue such funding or maintaining, or to determine or charge interest rates based upon Daily Three Month LIBOR, (b) Lender determines, in its Permitted Discretion, that by reasons affecting the London interbank Eurodollar market, adequate and reasonable means do not exist for ascertaining Daily Three Month LIBOR, or (c) Lender, in its Permitted Discretion, determines that the interest rate based on the Daily Three Month LIBOR will not adequately and fairly reflect the cost to Lender of maintaining or funding Advances at the interest rate based upon Daily Three Month LIBOR, Lender shall give notice of such changed circumstances to Borrowers and (a) interest on the principal amount of such extensions of credit thereafter shall accrue interest at a rate equal to the Prime Rate plus the Interest Rate Margin, and (b) Borrowers shall not be entitled to elect Daily Three Month LIBOR until Lender determines, in its Permitted Discretion, that it would no longer be unlawful or impractical to do so or that such increased costs would no longer be applicable.

2.15 **Capital Requirements.** If, after the date hereof, Lender determines, in its Permitted Discretion, that (a) the adoption of or change in any law, rule, regulation or guideline regarding capital or reserve requirements for lenders, banks or bank holding companies, or any change in the interpretation, implementation, or application thereof by any Governmental Authority charged with the administration thereof, including those changes resulting from the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Basel III, regardless of the date enacted, adopted or issued, or (b) compliance by Lender or its parent bank holding company with any guideline, request or directive of any such entity regarding capital adequacy (whether or not having the force of law), has the effect of reducing the return on Lender's or such holding company's capital as a consequence of Lender's loan commitments hereunder to a level below that which such Lender or such holding company could have achieved but for such adoption, change, or compliance (taking into consideration such Lender's or such holding company's then existing policies with respect to capital adequacy and assuming the full utilization of such entity's capital) by any amount deemed by Lender to be material, then Lender may notify Borrowers thereof. Following receipt of such notice, Borrowers agree to pay Lender the amount of such reduction of return of capital as and when such reduction is determined, payable within 30 days after presentation by Lender of a statement of the amount and setting forth in reasonable detail Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of Lender to demand compensation pursuant to this Section shall not constitute a waiver of Lender's right to demand such compensation; provided that Borrowers shall not be required to compensate Lender pursuant to this Section for any reductions in return incurred more than 180 days prior to the date that Lender notifies Borrowers of such law, rule, regulation or guideline giving rise to such reductions and of Lender's intention to claim compensation therefor; provided further that if such claim arises by reason of the adoption of or change in any law, rule, regulation or guideline that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. Notwithstanding the foregoing, Lender may only charge Borrowers for increased costs, additional compensation, or other similar charges under this Section 2.15 to the extent that Lender is also seeking payment of similar charges from other substantially similar customers of Lender.

2.16 **Extent of Each Borrower's Liability, Contribution.**

(a) **Joint and Several Liability.** Each Borrower agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Lender the prompt payment and performance of, all Obligations under this Agreement and all agreements under the Loan Documents. Each Borrower agrees that its guaranty obligations hereunder constitute a continuing guaranty of payment and not of collection, that such obligations shall not be discharged until cash payment in full of the Obligations, and that such obligations are absolute and unconditional, irrespective of (i) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Borrower is or may become a party or be bound; (ii) the absence of any action to enforce this Agreement (including this Section) or any other Loan Document, or any waiver, consent or indulgence of any kind by Lender with respect thereto; (iii) the existence, value or condition of, or failure to perfect any of Lender's Liens or to preserve rights against, any security or guaranty for the Obligations or any action, or the absence of any action, by Lender in respect thereof (including the release of any security or guaranty); (iv) the insolvency of any Borrower; (v) any election by Lender in an Insolvency Proceeding for the application of Section 1111(b)(2) of the Bankruptcy Code; (vi) any borrowing or grant of a Lien by any other Borrower, as debtor-in-possession under Section 364 of the Bankruptcy Code or otherwise; (vii) the disallowance of any claims of Lender against any Borrower for the repayment of any Obligations under Section 502 of the Bankruptcy Code or otherwise; or (viii) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except cash payment in full of all Obligations.

(b) **Contribution.** Each Loan Party hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Loan Party with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to Lender with respect to any of the Obligations or any collateral security therefor until such time as all of the Obligations have been paid in full in cash; provided, however, that notwithstanding the foregoing, this Section shall not preclude a Loan Party from taking reasonably necessary actions to preserve such rights. Any

claim which any Loan Party may have against any other Loan Party with respect to any payments to Lender hereunder or under any of the Bank Product Agreements are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Loan Party, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Loan Party therefor.

(c) **No Limitation on Liability**. Nothing contained in this Section 2.16 shall limit the liability of any Borrower to pay extensions of credit made directly or indirectly to that Borrower (including revolving loans advanced to any other Borrower and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower), Obligations relating to Letters of Credit issued to support such Borrower's business, and all accrued interest, fees, expenses and other related Obligations with respect thereto, for which such Borrower shall be primarily liable for all purposes hereunder.

3. SECURITY INTEREST.

3.1 **Grant of Security Interest**. Each Loan Party hereby unconditionally grants, assigns, and pledges to Lender for the benefit of Lender and each Bank Product Provider, to secure payment and performance of the Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Loan Party's right, title, and interest in and to the Collateral, as security for the payment and performance of all Obligations. Following request by Lender, each Loan Party shall grant Lender a Lien and security interest in all Commercial Tort Claims (other than the Specified Claim as long as the Specified Claim constitutes an Excluded Asset) that it may have against any Person. The Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Loan Party to Lender or any other Bank Product Provider, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Borrower due to the existence of such Insolvency Proceeding. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include the following (the "Excluded Assets"): (i) voting Stock of any CFC, solely to the extent that such Stock represents more than 65% of the outstanding voting Stock of such CFC; (ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Loan Party if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Lender's security interest or lien notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clauses (i) and (ii) shall in no way be construed to limit, impair, or otherwise affect any of Lender's continuing security interests in and liens upon any rights or interests of any Loan Party in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Stock (including any Accounts or Stock), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Stock); (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral; (iv) any Equipment subject to a Lien permitted under clauses (d) or (f) of the definition of Permitted Liens if the grant to Lender of a security interest or lien therein is prohibited under the terms of the Capital Lease, security agreement, or other contract providing for such Permitted Lien (provided, however, that such Equipment shall become Collateral upon the subsequent release or termination of such Permitted Lien or if such restriction has been waived or the consent of the other party has been obtained); (v) the Specified Claim to the extent the Specified Claim is subject to a Lien permitted under clause (p) of the definition of "Permitted Liens" if the grant to Lender of a security interest or lien therein is prohibited under the terms of the contract providing for such Permitted Lien (provided, however, that the Specified Claim shall become Collateral upon the subsequent release or termination of such Permitted Lien or if such restriction has been waived or the consent of the other party has been obtained); and (vi) all Real Property leased by any Borrower other than the Real Property Collateral located in Cookeville, Tennessee.

3.2 **Borrowers Remain Liable**. Anything herein to the contrary notwithstanding, (a) each Loan Party shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed; provided, however, that nothing in this Section shall be construed as requiring the renewal or extension of any contract or agreement by a Loan Party to the extent such non-renewal or extension is permitted by Section 6.13 of this

Agreement, (b) the exercise by Lender of any of the rights hereunder shall not release any Loan Party from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) Lender shall not have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of any Loan Party thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Unless an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement or any other Loan Document, the Loan Parties shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, dividend, and distribution rights, shall remain in the Loan Parties until (i) the occurrence and continuance of an Event of Default and (ii) Lender has notified Loan Parties of Lender's election to exercise such rights with respect to the Pledged Interests pursuant to Section 10.9.

3.3 **Assignment of Insurance.** As additional security for the Obligations, each Borrower and each other Loan Party hereby assigns to Lender for the benefit of Lender and each Bank Product Provider all rights of such Borrower and such Loan Party under every policy of insurance covering the Collateral and all other assets and property of each Borrower and each other Loan Party (including, without limitation business interruption insurance and proceeds thereof), but Excluding the Specified Claim to the extent that the Specified Claim constitutes an Excluded Asset) and all business records and other documents relating to it, and all monies (including proceeds and refunds) that may be payable under any policy, and each Borrower and each other Loan Party hereby directs the issuer of each such policy to pay all such monies directly and solely to Lender, except proceeds of the Specified Claim to the extent that the Specified Claim constitutes an Excluded Asset. At any time, whether or not a Default or Event of Default shall have occurred, Lender may (but need not), in its Permitted Discretion, in Lender's or any Loan Party's name, execute and deliver proofs of claim, receive payment of proceeds and endorse checks and other instruments representing payment of the policy of insurance, and adjust, litigate, compromise or release claims against the issuer of any policy. Any monies received under any insurance policy assigned to Lender, other than liability insurance policies, directors' and officers' insurance policies to the extent that the proceeds thereof are for indemnification or reimbursement of out-of-pocket fees and expenses of any director or officer of any Loan Party, or received as payment of any award or compensation for condemnation or taking by eminent domain, shall be paid to Lender and, as determined by Lender in its sole discretion, either be applied to prepayment of the Obligations or disbursed to Borrowers under payment terms reasonably satisfactory to Lender for application to the cost of repairs, replacements, or restorations of the affected Collateral which shall be effected with reasonable promptness and shall be of a value at least equal to the value of the items or property destroyed.

3.4 **Financing Statements.** Each Borrower and each other Loan Party authorizes Lender to file financing statements describing Collateral to perfect Lender's and each Bank Product Provider's Security Interest in the Collateral, and Lender may describe the Collateral as "all personal property" or "all assets" or describe specific items of Collateral including without limitation any Commercial Tort Claims. All financing statements filed before the date of this Agreement to perfect the Security Interest were authorized by such Borrower and each other Loan Party and are hereby ratified.

4. CONDITIONS.

4.1 **Conditions Precedent to the Initial Extension of Credit.** The obligation of Lender to make the initial extension of credit provided for hereunder is subject to the fulfillment, to the satisfaction of Lender, of each of the conditions precedent set forth on Exhibit B.

4.2 **Conditions Precedent to all Extensions of Credit.** The obligation of Lender to make any Advances hereunder (or to extend any other credit hereunder) at any time shall be subject to the following conditions precedent:

(a) the representations and warranties of each Borrower and each other Loan Party or its Subsidiaries contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties (or portion thereof) that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties (or portion thereof) relate solely to an earlier date, in which case such representations and warranties shall continue to be true and correct as of such earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either result from the making thereof.

Any request for an extension of credit shall be deemed to be a representation by each Borrower and each other Loan Party that the statements set forth in this Section 4.2 are correct as of the time of such request and if such extension of credit is a request for an Advance or a Letter of Credit, sufficient Availability exists for such Advance or Letter of Credit pursuant to Section 2.1(a) and Section 2.13.

4.3 **Conditions Subsequent**. The obligation of Lender to continue to make Advances (or otherwise extend credit hereunder) is subject to the fulfillment, on or before the date applicable thereto, of the conditions subsequent set forth on Schedule 4.3 (the failure by any Borrower or any other Loan Party to so perform or cause to be performed such conditions subsequent as and when required by the terms thereof, shall constitute an Event of Default).

5. REPRESENTATIONS AND WARRANTIES.

In order to induce Lender to enter into this Agreement, each Borrower and each other Loan Party makes the representations and warranties to Lender set forth on Exhibit D. Each of such representations and warranties shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties (or portion thereof) that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties (or portion thereof) that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Advance or other extension of credit made thereafter, as though made on and as of the date of such Advance or other extension of credit (except to the extent that such representations and warranties relate solely to an earlier date in which case such representations and warranties (or portion thereof) shall continue to be true and correct as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement.

6. AFFIRMATIVE COVENANTS.

Each Borrower and each other Loan Party covenants and agrees that, until termination of all of the commitments of Lender hereunder to provide any further extensions of credit and payment in full of the Obligations, each Borrower and each other Loan Party shall and shall cause each of the Loan Parties and shall cause their respective Subsidiaries to comply with each of the following:

6.1 **Financial Statements, Reports, Certificates**. Deliver to Lender copies of each of the financial statements, reports, and other items set forth on Schedule 6.1 no later than the times specified therein. In addition, each Loan Party agrees that no Subsidiary of a Loan Party will have a fiscal year different from that of the other Loan Parties. Each Loan Party agrees to maintain a system of accounting that enables such Loan Party to produce financial statements in accordance with GAAP. Each Loan Party shall also (a) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to the sales of such Loan Party and its Subsidiaries, and (b) maintain its billing systems/practices substantially as in effect as of the Closing Date and shall only make material modifications following prior notice to Lender.

6.2 **Collateral Reporting.** Provide Lender with each of the reports set forth on Schedule 6.2 at the times specified therein. In addition, each Borrower agrees to use commercially reasonable efforts in cooperation with Lender to facilitate and implement a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth on such Schedule

6.3 **Existence**. Except as otherwise permitted under Section 7.3 or Section 7.4, at all times maintain and preserve in full force and effect (a) its existence (including being in good standing in its jurisdiction of organization) and (b) all rights and franchises, licenses and permits material to its business; provided, however, that no Loan Party nor any of its Subsidiaries shall be required to preserve any such right or franchise, licenses or permits if either: (a) it is immaterial to the Loan Parties' and their Subsidiaries' business when taken as a whole or (b) such Person's board of directors (or similar governing body or Person) or a senior officer thereof shall determine that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to Lender; provided that in the case of subsection (b) the Loan Parties deliver at least ten (10) days prior written notice to Lender of the election of such Person not to preserve any such right or franchise, license or permit.

6.4 **Maintenance of Properties**. Maintain and preserve all of its assets that are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear and casualty excepted and Permitted Dispositions excepted (and except where the failure to so maintain and preserve such assets could not reasonably be expected to result in a Material Adverse Change), and comply with the material provisions of all material leases to which it is a party as lessee, so as to prevent the loss or forfeiture thereof, unless such provisions are the subject of a Permitted Protest.

6.5 **Taxes**.

(a) Cause all assessments and taxes in excess of $200,000 in the aggregate imposed, levied, or assessed against any Loan Party or its Subsidiaries, or any of their respective assets or in respect of any of its income, businesses, or franchises to be paid in full, before delinquency or before the expiration of any extension period, except to the extent that the validity of such assessment or tax shall be the subject of a Permitted Protest and so long as, in the case of an assessment or tax

that has or may become a Lien against any of the Collateral, (i) such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such assessment or tax, and (ii) any such other Lien is at all times subordinate to Lender's Liens.

(b) Make timely payment or deposit of all tax payments and withholding taxes required of it and them by applicable laws, including those laws concerning F.I.C.A., F.U.T.A., state disability, and local, state, and federal income taxes, and will, upon request, furnish Lender with proof reasonably satisfactory to Lender indicating that such Loan Party and its Subsidiaries have made such payments or deposits.

6.6 **Insurance**. At Borrowers' expense, maintain insurance with respect to the assets of each Loan Party and each of their Subsidiaries wherever located, covering loss or damage by fire, theft, explosion, and all other hazards and risks as ordinarily are insured against by other Persons engaged in the same or similar businesses. Borrowers also shall maintain, with respect to each Loan Party and each of their Subsidiaries, business interruption insurance, general liability insurance, flood insurance for Collateral located in a flood plain, product liability insurance, director's and officer's liability insurance, fiduciary liability insurance, and employment practices liability insurance, as well as insurance against larceny, embezzlement, and criminal misappropriation. All such policies of insurance shall be with responsible and reputable insurance companies reasonably acceptable to Lender and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and in any event in amount, adequacy and scope reasonably satisfactory to Lender. All property insurance policies covering the Collateral are to be made payable to Lender for the benefit of Lender, as its interests may appear, in case of loss, pursuant to a lender loss payable endorsement reasonably acceptable to Lender and are to contain such other provisions as Lender may reasonably require to fully protect Lender's interest in the Collateral and to any payments to be made under such policies. Such evidence of property and general liability insurance shall be delivered to Lender, with the lender loss payable endorsements (but only in respect of Collateral) and additional insured endorsements (with respect to general liability coverage) in favor of Lender and shall provide for not less than 30 days (10 days in the case of non-payment) prior written notice to Lender of the exercise of any right of cancellation. If Borrowers fail to maintain such insurance, Lender may arrange for such insurance, but at Borrowers' expense and without any responsibility on Lender's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence of an Event of Default, Lender shall have the sole right to file claims under any property and general liability insurance policies in respect of the Collateral, to receive and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

6.7 **Inspections, Exams, Audits and Appraisals**. Permit Lender and each of Lender's duly authorized representatives to visit any of its properties and inspect any of its assets or books and records, to conduct inspections, exams, audits and appraisals of the Collateral, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees at such reasonable times and intervals as Lender may designate and, so long as no Default or Event of Default exists, with reasonable prior notice to Borrowers. The Loan Parties shall only be liable for Lender's costs and expenses incurred in connection with such appraisals and collateral exams as provided in Schedule 2.12.

6.8 **Account Verification**. Permit Lender, in Lender's name or in the name of a nominee of Lender, to verify the validity, amount or any other matter relating to any Account, by mail, telephone, facsimile transmission or otherwise. Further, at the request of Lender, Borrowers shall send requests for verification of Accounts or send notices of assignment of Accounts to Account Debtors and other obligors.

6.9 **Compliance with Laws**. Comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change.

6.10 **Environmental**.

(a) Keep any property either owned or operated by any Borrower or any other Loan Party free of any Environmental Liens or post bonds or other financial assurances reasonably satisfactory to Lender and in an amount sufficient to satisfy the obligations or liability evidenced by such Environmental Liens;

(b) Comply, in all material respects, with Environmental Laws and provide to Lender documentation of such compliance which Lender reasonably requests; and

(c) Promptly notify Lender of any release of which any Borrower or any other Loan Party has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by any Loan Party or any

of its Subsidiaries and take any Remedial Actions required to abate said release or otherwise to come into compliance, in all material respects, with applicable Environmental Law.

6.11 Disclosure Updates.

(a) On a monthly basis concurrently with the delivery of the reporting required under Sections 6.1 and 6.2, notify Lender:

(i) to the extent such would not jeopardize the attorney-client privilege, of all material developments in Borrowers' lawsuit titled In re: Oreck Corporation Halo Vacuum and Air Purifiers Marketing and Sales Practices Litigation or material notices or communications from Borrowers' insurer with respect thereto;

(ii) to the extent not reported pursuant to Section 6.2, (A) of any disputes or claims not in the ordinary course of business by any Loan Party's customers exceeding $100,000 individually or $300,000 in the aggregate at any point in time; or (B) of Goods returned to or recovered by any Loan Party outside of the ordinary course of business, with a cost to the Loan Parties exceeding $100,000 individually or $300,000 in the aggregate; and

(iii) (A) of any new Material Contract entered into since the delivery of the previous Compliance Certificate, and (B) of each material amendment or modification of any Material Contract entered into since the delivery of the previous Compliance Certificate.

(b) Within five (5) Business Days after any senior officer obtaining actual knowledge thereof, notify the Lender:

(i) if any written information, exhibit, or report furnished to Lender (other than the Projections) contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances in which made. Any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto;

(ii) of all actions, suits, or proceedings brought by or against any Loan Party before any court or Governmental Authority which reasonably could be expected to result in a Material Adverse Change, provided that, in any event, such notification shall not be later than 10 Business Days after service of process with respect thereto on any Loan Party;

(iii) (A) that an Environmental Lien has been filed against any of the real or personal property of any Loan Party, (B) upon commencement of any Environmental Action or receipt of written notice that an Environmental Action will be filed against any Loan Party, or (C) of any notice of violation, citation, or other administrative order from a Governmental Authority with respect to any Environmental Law or Environmental Action;

(iv) of any material loss or damage to any Collateral or any substantial adverse change in the Collateral, in each case in excess of $300,000 and any loss exceeding $250,000 covered by their casualty or business interruption insurance;

(v) of the occurrence of an ERISA Event; and

(vi) of a violation of any law, rule or regulation, the non-compliance with which reasonably could be expected to result in a Material Adverse Change.

(c) Immediately upon any senior officer of a Loan Party obtaining actual knowledge thereof, notify Lender of any event or condition which constitutes a Default or an Event of Default and provide a statement of the action that such Borrower proposes to take with respect to such Default or Event of Default.

Upon request of Lender, each Loan Party shall deliver to Lender any other materials, reports, records or information reasonably requested relating to the operations, business affairs, financial condition of any Loan Party or its Subsidiaries or the Collateral.

6.12 Collateral Covenants.

(a) **Possession of Collateral.** In the event that any Collateral, including Proceeds, is evidenced by or consists of Negotiable Collateral, Investment Related Property, or Chattel Paper, in each case, having an aggregate value or face

amount of $250,000 or more for all such Negotiable Collateral, Investment Related Property, or Chattel Paper which has not been perfected by possession, the Loan Parties shall promptly (and in any event within five (5) Business Days after receipt thereof), notify Lender thereof, and if and to the extent that perfection or priority of Lender's Liens is dependent on or enhanced by possession, the applicable Loan Party, promptly (and in any event within five (5) Business Days) after request by Lender, shall execute such other documents and instruments as shall be reasonably requested by Lender or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Related Property, or Chattel Paper to Lender, together with such undated powers (or other relevant document of assignment or transfer reasonably acceptable to Lender) endorsed in blank as shall be reasonably requested by Lender, and shall do such other acts or things deemed necessary or desirable by Lender, in its Permitted Discretion, to enhance, perfect and protect Lender's Liens therein.

(b) **Chattel Paper.**

(i) Promptly (and in any event within five (5) Business Days) after request by Lender, each Loan Party shall take all steps reasonably necessary to grant Lender control of all electronic Chattel Paper of any Loan Party in accordance with the Code and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction, to the extent that the individual or aggregate value or face amount of such electronic Chattel Paper equals or exceeds $200,000; and

(ii) If any Loan Party retains possession of any Chattel Paper or instruments (which retention of possession shall be subject to the extent permitted hereby), promptly upon the request of Lender, such Chattel Paper and instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of Wells Fargo Bank, National Association, as Lender".

(c) **Control Agreements.**

(i) Except to the extent otherwise provided by Section 7.11, each Loan Party shall obtain a Control Agreement, from each bank (other than Lender) maintaining a Deposit Account for such Loan Party;

(ii) Except to the extent otherwise provided by Section 7.11, each Loan Party shall obtain a Control Agreement, from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Loan Party; and

(iii) Except to the extent otherwise provided by Section 7.11, each Loan Party shall cause Lender to obtain "control", as such term is defined in the Code, with respect to all of such Loan Party's investment property.

(d) **Letter-of-Credit Rights.** If the Loan Parties (or any of them) are or become the beneficiary of letters of credit having a face amount or value of $200,000 or more in the aggregate, then the applicable Loan Party or Loan Parties shall promptly (and in any event within five (5) Business Days after becoming a beneficiary), notify Lender thereof and, promptly (and in any event within five (5) Business Days) after request by Lender, enter into a tri-party agreement with Lender and the issuer or confirming bank with respect to letter-of-credit rights assigning such letter-of-credit rights to Lender and directing all payments thereunder to the Collection Account unless otherwise directed by Lender, all in form and substance reasonably satisfactory to Lender.

(e) **Commercial Tort Claims.** If the Loan Parties (or any of them) obtain Commercial Tort Claims having a value, or involving an asserted claim, in the amount of $200,000 or more in the aggregate for all Commercial Tort Claims, then the applicable Loan Party or Loan Parties shall promptly (and in any event within five (5) Business Days of first making written demand on the party subject of such claim) notify Lender of such Commercial Tort Claims and, promptly (and in any event within five (5) Business Days) after request by Lender, amend Schedule 5.6(d) to the Information Certificate to describe such Commercial Tort Claims in a manner that reasonably identifies such Commercial Tort Claims and which is otherwise reasonably satisfactory to Lender, and hereby authorizes the filing of additional financing statements or amendments to existing financing statements describing such Commercial Tort Claims, and agrees to do such other acts or things deemed necessary or desirable by Lender, in its Permitted Discretion, to give Lender a first priority, perfected security interest in any such Commercial Tort Claim, which Commercial Tort Claim shall not be subject to any other Liens, other than Permitted Liens;

(f) **Government Contracts.** Other than Accounts and Chattel Paper the aggregate value of which does not at any one time exceed $500,000, if any Account or Chattel Paper of any Loan Party arises out of a contract or contracts with the United States of America or any State or any department, agency, or instrumentality thereof, Loan Parties shall promptly (and in any event within five (5) Business Days of the creation thereof) notify Lender thereof and, promptly (and in any event within five (5) Business Days) after request by Lender, execute any instruments or take any steps reasonably required by Lender in order that all moneys due or to become due under such contract or contracts shall be assigned to Lender, for the benefit of

Lender and each Bank Product Provider, and shall provide written notice thereof under the Assignment of Claims Act or other applicable law.

(g) **Intellectual Property.**

(i) Upon the request of Lender, in order to facilitate filings with the PTO and the United States Copyright Office, each Loan Party shall execute and deliver to Lender one or more Copyright Security Agreements or Patent and Trademark Security Agreements to further evidence Lender's Lien on such Loan Party's Patents, Trademarks, or Copyrights, and the General Intangibles of such Loan Party relating thereto or represented thereby;

(ii) Each Loan Party shall have the duty, with respect to Intellectual Property that is material in the conduct of such Loan Party's business, to protect and diligently enforce and defend at such Loan Party's expense its Intellectual Property, including (A) to use commercially reasonable efforts to prosecute any trademark application or service mark application that is material to the Loan Parties and their Subsidiaries taken as a whole and part of the Trademarks pending as of the date hereof or hereafter, (B) to use commercially reasonable efforts to prosecute any patent application that is material to the Loan Parties and their Subsidiaries taken as a whole and part of the Patents pending as of the date hereof or hereafter, (C) to take all reasonable and necessary action to preserve and maintain all of such Loan Party's material Trademarks, Patents, Copyrights, Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (D) to require all employees, consultants, and contractors of each Loan Party who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment to such Loan Party of Intellectual Property rights created or developed and obligations of confidentiality. No Loan Party shall abandon any Intellectual Property or Intellectual Property License that is material in the conduct of such Loan Party's business. Each Loan Party shall take the steps described in this Section 6.12(g)(ii) with respect to all new or acquired Intellectual Property to which it or any of its Subsidiaries is now or later becomes entitled that is material in the conduct of such Loan Party's or Subsidiary's business;

(iii) Each Loan Party acknowledges and agrees that Lender shall have no duties with respect to any Intellectual Property or Intellectual Property Licenses of any Loan Party. Without limiting the generality of this Section 6.12(g)(iii), each Loan Party acknowledges and agrees that Lender shall not be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Intellectual Property Licenses against any other Person, but Lender may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(iv) Each Loan Party shall promptly file an application with the United States Copyright Office for any Copyright that has not been registered with the United States Copyright Office if such Copyright is material in connection with the conduct of such Loan Party's business. Any expenses incurred in connection with the foregoing shall be borne by the Loan Parties; and

(v) No Loan Party shall enter into any material Intellectual Property License to receive any license or rights in any Intellectual Property of any other Person unless such Loan Party has used commercially reasonable efforts to permit the assignment of or grant of a Lien in such Intellectual Property License (and all rights of such Loan Party thereunder) to Lender (and any transferees of Lender).

(h) **Investment Related Property.**

(i) Upon the occurrence and during the continuance of an Event of Default, following the request of Lender, all sums of money and property paid or distributed in respect of the Investment Related Property that are received by any Loan Party shall be held by such Loan Party in trust for the benefit of Lender segregated from such Loan Party's other property, and such Loan Party shall deliver it promptly to Lender in the exact form received; and

(ii) Each Loan Party shall cooperate with Lender in obtaining all necessary approvals and making all necessary filings under federal, state, local, or foreign law to effect the perfection of the Security Interest on the Investment Related Property or to effect any sale or transfer thereof.

(i) **Real Property; Fixtures.** Upon the acquisition by any Loan Party of any fee interest in Real Property, such Loan Party will promptly (and in any event within 2 Business Days of acquisition) notify Lender of the acquisition of such Real Property and will grant to Lender a first priority Mortgage on each fee interest in Real Property with a fair market value in excess of $250,000 now or hereafter owned by such Loan Party, which Real Property shall not be subject to any other Liens except Permitted Liens, and shall deliver such other documentation and opinions, in form and substance satisfactory to Lender, in connection with the grant of such Mortgage as Lender shall request in its Permitted Discretion, including appraisals,

title insurance policies and endorsements, surveys, financing statements, fixture filings, flood insurance, flood insurance certifications and environmental audits and such Loan Party shall pay all recording costs, mortgage registration taxes, intangible taxes and other fees and costs (including reasonable attorneys' fees and expenses) incurred in connection therewith. All such appraisals, title insurance policies and endorsements, environmental audits and surveys shall be prepared or issued by parties reasonably acceptable to Lender. To the extent permitted by applicable law, all of the Collateral shall remain personal property regardless of the manner of its attachment or affixation to real property.

(j) **Controlled Accounts.**

(i) Within 60 days following the Closing Date (the "Cash Management Transition Period"), each Loan Party shall (A) establish and maintain at Lender all Cash Management Services, including all deposit accounts and lockbox services; provided, however, the Loan Parties may maintain operating accounts at banks other than Lender subject to this Section and Section 7.11, if the Loan Parties determine that it is commercially reasonable for depositing cash and checks received by the Loan Parties at their Homecare Store locations; provided further that the balance of such accounts in excess of $5,000 per Homecare Store (and further subject to Section 7.11) shall be transferred to the Collection Account within one (1) Business Day after deposit to such operating account. Such Cash Management Services maintained by each Loan Party shall be of a type and on terms reasonably satisfactory to Lender;

(ii) During the Cash Management Transition Period, each Loan Party shall maintain Cash Management Services of a type and on terms reasonably satisfactory to Lender at one or more of the banks set forth on Schedule 6.12(j) to the Information Certificate (each a "Controlled Account Bank") or as permitted by Section 7.11, and shall take reasonable steps to ensure that all of the Account Debtors of each Loan Party forward payment of the amounts owed by them directly to such Controlled Account Bank, and deposit or cause to be deposited promptly, and in any event no later than the first Business Day after the date of receipt thereof, all of their Collections (including those sent directly by their Account Debtors to a Loan Party or to a Subsidiary of a Loan Party) into a bank account of such Loan Party (each, a "Controlled Account") at one of the Controlled Account Banks, provided, however, the Loan Parties may deposit cash or checks received at their Homecare Store locations into any Deposit Accounts permitted under Sections 6.12(i) and 7.11; and

(iii) During the Cash Management Transition Period, each Loan Party shall maintain Control Agreements with the applicable Controlled Account Bank, in form and substance reasonably acceptable to Lender. Each such Control Agreement shall provide, among other things, that (A) the Controlled Account Bank will comply with any instructions originated by Lender directing the disposition of the collected funds in such Controlled Account without further consent by the applicable Loan Party, (B) the Controlled Account Bank waives, subordinates, or agrees not to exercise any rights of setoff or recoupment or any other claim against the applicable Controlled Account other than for payment of its service fees and other charges directly related to the administration of such Controlled Account and for returned checks or other items of payment, and (C) the Controlled Account Bank will forward, by daily standing wire transfer, all amounts in the applicable Controlled Account to the Collection Account or such other account as directed by Lender to be applied to the Obligations as provided in this Agreement.

(k) **Bills of Lading and Other Documents of Title.** If any Inventory is in transit to the United States and is intended by any Borrower to be Eligible In-Transit Inventory, then, with respect to such Inventory: (i) all bills of lading and other documents of title in respect of such In-Transit Inventory shall be Acceptable Bills of Lading, unless Lender directs otherwise in its Permitted Discretion; (ii) without limiting any other rights of Lender hereunder, after an Event of Default, Lender shall have the right to endorse and negotiate on behalf of, and as attorney-in-fact for, each Loan Party any bill of lading or other document of title with respect to such In-Transit Inventory; and (iii) each such bill of lading shall be delivered to such Customs Broker as such Borrower may specify (so long as Lender has received an Imported Goods Agreement duly executed and delivered by such Customs Broker).

(l) **Payments to Customs Brokers, etc.** Pay in a timely manner all applicable duties, freight, charges and like fees and charges of the United States Customs Service, Customs Brokers, shippers, freight forwarders, carriers and warehousemen.

(m) **Pledged Notes.** Loan Parties (i) without the prior written consent of Lender, will not (A) waive or release any obligation of any Person that is obligated under any of the Pledged Notes with an outstanding principal balance in excess of $200,000, (B) take or omit to take any action or knowingly suffer or permit any action to be omitted or taken, the taking or omission of which would result in any right of offset against sums payable under any such Pledged Note, or (C) other than Permitted Dispositions, assign or surrender their rights and interests under any such Pledged Note or terminate, cancel, modify, change, supplement or amend any such Pledged Note, and (ii) shall provide to Lender copies of all material written notices (including notices of default) given or received with respect to any such Pledged Notes promptly after giving or receiving such notice.

(n) **Pledged Interests.**

(i) If any Loan Party shall acquire, obtain, receive or become entitled to receive any Pledged Interests after the Closing Date, it shall promptly (and in any event within five (5) Business Days of acquiring or obtaining such Collateral) deliver to Lender a duly executed Pledged Interests Addendum identifying such Pledged Interests.

(ii) Each Loan Party shall promptly deliver to Lender a copy of each material notice or other material communication received by it in respect of any Pledged Interests.

(iii) No Loan Party shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests if the same is prohibited pursuant to the Loan Documents.

(iv) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Loan Party hereby covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Loan Party in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide or shall provide that such Pledged Interests are securities governed by Section 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

6.13 **Material Contracts.** Parent and its Subsidiaries shall maintain all Material Contracts in full force and effect and shall not default in the payment or performance of any obligations thereunder, unless the termination or nonperformance thereof is not reasonably likely to result in a Material Adverse Change.

6.14 **Location of Inventory, Equipment and Books.** Keep the Inventory and Equipment (other than vehicles and Equipment out for repair and other Equipment with an aggregate fair market value not to exceed $200,000 at any time) and Books of each Loan Party and each of its Subsidiaries only at the locations identified on Schedule 5.29 to the Information Certificate and keep the chief executive office of each Loan Party and each of its Subsidiaries only at the locations identified on Schedule 5.6(b) to the Information Certificate; provided, however, that Borrowers may amend Schedule 5.29 to the Information Certificate so long as such amendment occurs by written notice to Lender not less than 10 days prior to the date on which such Inventory, Equipment or Books are moved to such new location, and so long as, at the time of such written notification, the applicable Loan Party or Subsidiary provides Lender a Collateral Access Agreement with respect thereto if such location is not owned by such Loan Party and such location is a Homecare Store location located in any state other than a state that grants a landlord a lien on any assets of a tenant by statute or other operation of law.

6.15 **Further Assurances.**

(a) At any time upon the reasonable request of Lender, execute or deliver to Lender any and all financing statements, fixture filings, security agreements, pledges, assignments, endorsements of certificates of title, mortgages, deeds of trust, opinions of counsel, and all other documents (the "Additional Documents") that Lender may reasonably request and in form and substance reasonably satisfactory to Lender, to create, perfect, and continue perfection or to better perfect Lender's Liens in all of the assets of each Loan Party (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal, but excluding the Excluded Assets), to create and perfect Liens in favor of Lender in any Real Property acquired by any Loan Party after the Closing Date with a fair market value in excess of $250,000, and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents; provided that the foregoing shall not apply to any Loan Party or Subsidiary that is a CFC. To the maximum extent permitted by applicable law, if a Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time, not to exceed 30 days following the request to do so, such Borrower and such other Loan Party hereby authorizes Lender to execute any such Additional Documents in the applicable Loan Party's name, as applicable, and authorizes Lender to file such executed Additional Documents in any appropriate filing office. In furtherance and not in limitation of the foregoing, each Loan Party shall take such actions as Lender may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of each Borrower and each other Loan Party and all of the outstanding capital Stock of each Loan Party (subject to exceptions and limitations contained in the Loan Documents with respect to CFCs).

(b) At the time that any Loan Party forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, such Loan Party shall (a) within 10 days of such formation or acquisition (or such later date as permitted by Lender in its Permitted Discretion) cause any such new Subsidiary to provide to Lender a joinder to this

Agreement, together with such other security documents (including mortgages with respect to any Real Property owned in fee simple by such new Subsidiary with a fair market value of at least $250,000), as well as appropriate financing statements (and with respect to all property subject to a mortgage, fixture filings), all in form and substance reasonably satisfactory to Lender (including being sufficient to grant Lender a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary (other than Excluded Assets)); provided that the joinder and such other security documents shall not be required to be provided to Lender with respect to any Subsidiary of Borrower that is a CFC, (b) within 10 days of such formation or acquisition (or such later date as permitted by Lender in its Permitted Discretion) provide to Lender a pledge agreement and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary reasonably satisfactory to Lender; provided that only 65% of the total outstanding voting Stock of any first tier Subsidiary of a Borrower that is a CFC (and none of the Stock of any Subsidiary of such CFC) shall be required to be pledged (which pledge, if reasonably requested by Lender, shall be governed by the laws of the jurisdiction of such Subsidiary), and (c) within 10 days of such formation or acquisition (or such later date as permitted by Lender in its Permitted Discretion) provide to Lender all other documentation, including one or more opinions of counsel reasonably satisfactory to Lender, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above (including policies of title insurance or other documentation with respect to all Real Property owned in fee and subject to a mortgage). Any document, agreement, or instrument executed or issued pursuant to this Section 6.15 shall be a Loan Document.

(c) Each Borrower and each other Loan Party authorizes the filing by Lender of financing or continuation statements, or amendments thereto, and such Loan Party will execute and deliver to Lender such other instruments or notices, as Lender may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(d) Each Borrower and each other Loan Party authorizes Lender at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of such financing statement. Each Borrower and each other Loan Party also hereby ratifies any and all financing statements or amendments previously filed by Lender in any jurisdiction.

(e) Each Borrower and each other Loan Party acknowledges that no Loan Party is authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Lender, subject to such Loan Party's rights under Section 9-509(d)(2) of the Code.

7. NEGATIVE COVENANTS.

Each Borrower and each Loan Party covenants and agrees that, until termination of all of the commitments of Lender hereunder to provide any further extensions of credit and payment in full of the Obligations, no Borrower and no other Loan Party will do, nor will any Borrower or any other Loan Party permit any of its Subsidiaries to do any of the following:

7.1 **Indebtedness.** Create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

7.2 **Liens.** Create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

7.3 **Restrictions on Fundamental Changes.**

(a) Enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Stock, except for (i) any merger between Loan Parties, provided that a Borrower must be the surviving entity of any such merger to which it is a party, and (ii) any merger between Subsidiaries of a Borrower that are not Loan Parties.

(b) Liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), except for (i) the liquidation or dissolution of non-operating Subsidiaries of any Borrower with nominal assets and nominal liabilities, (ii) the liquidation or dissolution of a Loan Party (other than a Borrower) or any of its wholly-owned Subsidiaries so long as all of the assets (including any interest in any Stock) of such liquidating or dissolving Loan Party or Subsidiary are transferred to a Loan Party that is not liquidating or dissolving, or (iii) the liquidation or dissolution of a Subsidiary of a Borrower that is not a Loan Party (other than any such Subsidiary the Stock of which (or any portion thereof) is subject to a Lien in favor of Lender) so long as all of the assets of such liquidating or dissolving Subsidiary are transferred to a Subsidiary of a Borrower that is not liquidating or dissolving.

(c) Suspend or cease operation of a substantial portion of its or their business, except as permitted pursuant to Sections 7.3(a) or (b) above or in connection with the transactions permitted pursuant to Section 7.4.

(d) Form or acquire any direct or indirect Subsidiary.

7.4 **Disposal of Assets**. Other than Permitted Dispositions or transactions expressly permitted by Sections 7.3 or 7.12, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral or any other asset except as expressly permitted by this Agreement. Lender shall not be deemed to have consented to any sale or other disposition of any of the Collateral or any other asset except as expressly permitted in this Agreement or the other Loan Documents.

7.5 **Change Name**. Change the name, organizational identification number, state of organization, organizational identity or "location" for purposes of Section 9-307 of the Code of any Loan Party or any of its Subsidiaries.

7.6 **Nature of Business**. Make any change in the nature of its or their business as conducted on the date of this Agreement or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, however, that the foregoing shall not prevent any Loan Party or any of its Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

7.7 **Payments and Amendments**.

(a) Except in connection with Refinancing Indebtedness permitted by Section 7.1,

(i) optionally prepay, redeem, defease, purchase, or otherwise acquire any Indebtedness of any Loan Party or any of its Subsidiaries, other than (A) the Obligations in accordance with this Agreement, (B) Permitted Intercompany Advances and (C) other Permitted Indebtedness (other than Indebtedness that has been contractually subordinated in right of payment to the Obligations) if, after giving effect thereto, no Default or Event of Default exists, or

(ii) make any payment on account of Indebtedness that has been contractually subordinated in right of payment to the Obligations if such payment is not permitted at such time under the subordination terms and conditions (including, without limitation, the Management Debt), or

(b) Directly or indirectly, amend, modify, or change any of the terms or provisions of, in any manner that could reasonably be expected to be adverse to the interests of Lender:

(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement, (B) Permitted Intercompany Advances, (C) Indebtedness permitted under clauses (c), (e) and (f) of the definition of Permitted Indebtedness, or (D) the Second Lien Debt, to the extent such amendment, modification or change is permitted under the Second Lien Intercreditor Agreement;

(ii) any Material Contract except to the extent that such amendment, modification, or change could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change; or

(iii) the Governing Documents of any Loan Party or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, could reasonably be expected to be materially adverse to the interests of Lender.

7.8 **Change of Control**. Cause, permit, or suffer, directly or indirectly, any Change of Control.

7.9 **Restricted Junior Payments**. Make any Restricted Junior Payment, except

(a) any Loan Party may make distributions and declare and pay dividends to another Loan Party (other than Parent),

(b) any Subsidiary of a Loan Party that is not a Loan Party may make distributions to and declare and pay dividends to a Loan Party or another Subsidiary of a Loan Party that is not a Loan party,

(c) any Loan Party may issue Stock to, or acquire, redeem, or retire any of the Stock of, any other Loan Party, of any class, whether now or hereafter outstanding,

(d) any Subsidiary of a Loan Party that is not a Loan Party may issue Stock to, or acquire, redeem, or retire any of the Stock of, any other Subsidiary of a Loan Party that is not a Loan Party, of any class, whether now or hereafter outstanding, and

(e) so long as it is permitted by law, and so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, a distribution made by any Loan Party to Parent, Oreck Holdco 1, Inc., Oreck Holdco 2, Inc., or Oreck Holdco 3, Inc. to pay (1) reasonable and customary corporate overhead and operating expenses (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, out-of-pocket expenses and benefits) of such entities in an aggregate amount not to exceed $250,000 in any fiscal year, (2) amounts payable to board members, officers and employees of such entities in connection with their employment in the ordinary course of business, (3) indemnification in favor of directors, officers and agents of such entities in respect of their services as such, (4) franchise fees or similar taxes and fees required to maintain of such entities legal existence, and (5) federal, state or local tax liability for such entities and their Subsidiaries attributable to the Borrowers and their Subsidiaries that file consolidated United States income tax returns; provide, that payments made in respect of this clause (5) shall not exceed the lesser of (x) the amount of the relevant tax (including any penalties and interest) that Borrowers and their consolidated Subsidiaries would owe if Borrowers and its consolidated Subsidiaries were filing a consolidated tax return that excludes such entities ("Control Group Tax Liabilities"), and (y) the net amount of the relevant tax that Parent or such other entities actually owes the relevant taxing authority.

7.10 **Accounting Methods.** Modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

7.11 **Investments; Controlled Investments.**

(a) Except for Permitted Investments, directly or indirectly, make or acquire any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment.

(b) Other than (i) an aggregate amount of not more than $200,000 at any one time, in the case of each Borrower, each other Loan Party and its Subsidiaries, (ii) amounts deposited into Deposit Accounts which are specifically used as Homecare Store Deposit Accounts so long as all balances in such accounts in excess of $5,000 for any Homecare Store are remitted to the Collection Account within one (1) Business Day after deposit and (iii) amounts deposited into Deposit Accounts identified on Schedule 5.15 to the Information Certificate which are specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the employees of any Loan Party or its Subsidiaries, make, acquire, or permit to exist Permitted Investments consisting of cash, Cash Equivalents, or amounts credited to Deposit Accounts or Securities Accounts unless such Borrower and such other Loan Party or its Subsidiaries, as applicable, and the applicable bank (or as permitted solely pursuant to Section 6.12(i)) or securities intermediary have entered into Control Agreements with Lender governing such Permitted Investments in order to perfect (and further establish) Lender's Liens in such Permitted Investments. Except as provided in Section 6.12(i) and Sections 7.11(b)(i), (ii) and (iii), the Loan Parties shall not, and shall not permit their Subsidiaries to, establish or maintain any Deposit Account or Securities Account with a banking institution other than Lender.

7.12 **Transactions with Affiliates.** Directly or indirectly enter into or permit to exist any transaction with any Affiliate of any Borrower, any other Loan Party or any of their Subsidiaries except for:

(a) transactions contemplated by the Loan Documents, the Second Lien Debt or transactions (other than the payment of management, consulting, monitoring, or advisory fees which shall not be permitted) with any Affiliates of any Borrower or any Loan Party in the ordinary course of business of such Borrower or Loan Party, consistent with past practices and undertaken in good faith, upon fair and reasonable terms no less favorable than would be obtained in a comparable arm's length transaction with a non-Affiliate (and fully disclosed to Lender if such transactions involve one or more payments in excess of $250,000 for any single transaction or series of transactions);

(b) so long as it has been approved by a Loan Party's board of directors (or comparable governing body) in accordance with applicable law, any customary indemnities provided for the benefit of officers and directors (or comparable managers) of such Loan Party;

(c) so long as it has been approved by a Loan Party's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, severance, or employee benefit arrangements to employees, officers, and outside directors of a Loan Party in the ordinary course of business and consistent with industry practice;

(d) so long as no Default or Event of Default has occurred and is continuing, the payment, pursuant to the Management Agreement, of reasonable out-of-pocket expenses of the Equity Sponsors in an aggregate amount not to exceed $100,000 in any fiscal year;

(e) transactions solely among Borrowers;

(f) transactions with Affiliates that were consummated prior to the Closing Date, as shown on Schedule 7.12;

(g) (i) transactions described in that Business Cooperation Agreement by and between Oreck Corporation and Oreck (Shenzhen) Management Consulting Co. Ltd. in an aggregate amount not to exceed $1,000,000 in any fiscal year (provided that such amount may be increased to $1,200,000 with Lender's written consent), and (ii) transaction involving certain Affiliates of the Loan Parties providing consulting services to the Loan Parties with respect to the Loan Parties' development of business in China in an aggregate amount not to exceed $250,000 in any fiscal year; and

(h) transactions permitted by Section 7.3 or Section 7.9, or any Permitted Intercompany Advance.

7.13 **Use of Proceeds.** Use the proceeds of any loan made hereunder for any purpose other than (a) on the Closing Date, (i) to repay, in full, the outstanding principal, accrued interest, and accrued fees and expenses owing under or in connection with Borrowers' existing credit facility with Existing Lender and (ii) to pay fees, costs, and expenses, including Lender Expenses, incurred in connection with this Agreement, the other Loan Documents, and the transactions contemplated hereby and thereby, and (b) thereafter, consistent with the terms and conditions hereof, for general corporate and working capital purposes and other lawful and permitted purposes (provided that no part of the proceeds of the loans made to Borrowers will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System).

7.14 **Limitation on Issuance of Stock.** Except for the issuance or sale of common stock or Permitted Preferred Stock by a Borrower or other Loan Party, issue or sell or enter into any agreement or arrangement for the issuance and sale of any of their Stock.

7.15 **Consignments.** Consign any of its Inventory or sell any of its Inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale, except as set forth on Schedule 7.15 to the Information Certificate or unless the applicable Inventory is not included in the calculation of the Borrowing Base.

7.16 **Inventory and Equipment with Bailees.** Store the Inventory or Equipment of any Loan Party or any of its Subsidiaries at any time now or hereafter with a bailee, warehouseman, or similar party, except as set forth on Schedule 7.16 to the Information Certificate.

7.17 **Parent as Holding Company.** Permit Parent to incur any liabilities (other than liabilities arising under the Loan Documents and the Second Lien Debt), own or acquire any assets (other than the Stock of Oreck) or engage itself in any operations or business, except in connection with its ownership of Oreck and its rights and obligations under the Loan Documents.

8. FINANCIAL COVENANTS.

Each Borrower covenants and agrees that, until termination of all obligations of Lender to provide extensions of credit hereunder and payment in full of the Obligations, Loan Parties and their Subsidiaries will comply with each of the following financial covenants:

(a) **Availability.** From the Closing Date until the financial statements for the month ended June 30, 2014 have been delivered to Lender demonstrating compliance with Section 8(b) below, Borrowers shall maintain Availability of at least $3,000,000 at all times. Notwithstanding anything to the contrary contained in this Section 8(a), in the event of any Event of Default under the covenant set forth in this Section 8(a) and until the expiration of the third (3rd) Business Day after the occurrence of such Event of Default, Borrowers may (in their sole discretion) engage in a Permitted Disposition in the form of an issuance of its Stock to the Permitted Holders or an issuance of Subordinated Indebtedness to the Permitted Holders, the net cash proceeds of which shall be immediately applied to the Obligations; provided that such net cash proceeds do not exceed the lesser of (A) the aggregate amount necessary to cure such Event of Default under this Section 8(a) and (B) $750,000. Borrowers may not rely on the cure right described in this Section 8(a) more than two (2) times in any fiscal year.

(b) **Fixed Charge Coverage Ratio.** Parent and its Subsidiaries shall maintain a Fixed Charge Coverage Ratio, measured monthly on a trailing twelve-month basis at the end of each month, commencing with the month ended June 30, 2014, of not less than 1.20:1.00. Notwithstanding anything to the contrary contained in this Section 8, in the event of any Event of Default under the covenant set forth in this Section 8(b) and until the expiration of the third (3rd) Business Day after the earlier of (i) the date such financial statements are received by Lender or are available, or (ii) the date on which financial statements are required to be delivered with respect to the applicable fiscal month hereunder, Borrowers may (in their sole discretion) engage in a Permitted Disposition in the form of an issuance of its Stock to the Permitted Holders or an issuance of Subordinated Indebtedness to the Permitted Holders, the net cash proceeds of which shall be immediately applied to the Obligations, and the net cash proceeds thereof shall be deemed to have increased EBITDA with respect to such applicable month; provided that such net cash proceeds do not exceed the lesser of (A) the aggregate amount necessary to cure such Event of Default under this Section 8(b) and (B) $750,000. The parties hereto acknowledge that the foregoing may not be relied on for purposes of calculating any financial ratio other than that set forth in this Section 8(b) and shall not result in any adjustment to any amounts other than the EBITDA in accordance with the terms of the immediately preceding sentence. Borrowers may not rely on the cure right described in this Section 8(b) more than two (2) times in any fiscal year.

9. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

9.1 If any Borrower or any other Loan Party fails to pay when due and payable, or when declared due and payable, all or any portion of the Obligations consisting of principal, interest, fees, charges or other amounts due Lender or any Bank Product Provider, reimbursement of Lender Expenses, or other amounts constituting Obligations (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding);

9.2 If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement contained in any of (i) Sections 4.3, 6.3 (solely if any Loan Party or any of its Subsidiaries is not in good standing in its jurisdiction of organization), 6.5(a) (solely with respect to F.I.C.A., F.U.T.A., federal income taxes and any other taxes or assessments the non-payment of which may result in a Lien having priority over Lender's Liens), 6.5(b), 6.6, 6.7 (solely if any Loan Party or any of its Subsidiaries refuses to allow Lender or its representatives or agents to visit its properties, inspect its assets or books or records, examine and make copies of its books and records, or discuss its affairs, finances, and accounts with its officers and employees), 6.8, 6.12 or 6.14, (ii) Section 7 or (iii) Section 8;

(b) fails to perform or observe any covenant or other agreement contained in any of Sections 6.2 or 6.11 and such failure continues for a period of three (3) Business Days after the earlier of (i) the date on which such failure shall first become known to any officer of any Loan Party or (ii) the date on which written notice thereof is given to any Loan Party by Lender;

(c) fails to perform or observe any covenant or other agreement contained in Section 6.1 (solely as it relates to the monthly and annual financial statements required by Schedule 6.1) and such failure continues for a period of five (5) Business Days after the earlier of (i) the date on which such failure shall first become known to any officer of any Loan Party or (ii) the date on which written notice thereof is given to any Loan Party by Lender

(d) fails to perform or observe any covenant or other agreement contained in any of Sections 6.1 (except as provided in clause (c) above), 6.3 (other than if a Loan Party is not in good standing in its jurisdiction of organization), 6.4, 6.5(a) (other than F.I.C.A., F.U.T.A., federal income taxes and any other taxes or assessments the non-payment of which may result in a Lien having priority over Lender's Liens), 6.7 (other than if any Loan Party or any of its Subsidiaries refuses to allow Lender or its representatives or agents to visit its properties, inspect its assets or books or records, examine and make copies of its books or records or disclose it affairs, finances and accounts with its officers and employees), 6.9, 6.10, 6.13 or 6.15 and such failure continues for a period of 15 days after the earlier of (i) the date on which such failure shall first become known to any officer of any Loan Party or (ii) the date on which written notice thereof is given to any Loan Party by Lender; or

(e) fails to perform or observe any covenant or other agreement contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is unable to be cured or is the subject of another provision of this Section 9 (in which event such other provision of this Section 9 shall govern), and such failure continues for a period of 30 days after the earlier of (i) the date on which such failure shall first become known to any officer of any Loan Party or (ii) the date on which written notice thereof is given to any Loan Party by Lender;

9.3 If one or more judgments, orders, or awards for the payment of money in an aggregate amount in excess of $500,000 (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied coverage) is entered or filed against a Loan Party or any of its Subsidiaries, or with respect to any of their respective assets, and either (a) there is a period of 30 consecutive days at any time after the entry of any such judgment, order, or award during which (1) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (2) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award;

9.4 If an Insolvency Proceeding is commenced by a Loan Party or any of its Subsidiaries;

9.5 If an Insolvency Proceeding is commenced against a Loan Party or any of its Subsidiaries and any of the following events occur: (a) such Loan Party or such Subsidiary consents to the institution of such Insolvency Proceeding against it, (b) the petition commencing the Insolvency Proceeding is not timely controverted, (c) the petition commencing the Insolvency Proceeding is not dismissed within 60 calendar days following the date of the filing thereof, (d) an interim trustee is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate all or any substantial portion of the business of, such Loan Party or its Subsidiary, or (e) an order for relief shall have been issued or entered therein; provided that Lender shall have no obligation to provide any extension of credit to Borrowers during such 60 calendar day period specified in subsection (c);

9.6 If any Loan Party or any of its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of the business affairs of such Loan Party and its Subsidiaries, taken as a whole;

9.7 If there is (a) a default in one or more agreements to which a Loan Party or any of its Subsidiaries is a party with one or more third Persons relative to the Indebtedness of such Loan Party or such Subsidiary involving an aggregate amount of $500,000 or more, and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of such Loan Party's or its Subsidiary's obligations thereunder, or (b) a default in or an involuntary early termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party involving an aggregate amount of $500,000 or more;

9.8 If any warranty, representation, or certification, made herein, in any other Loan Document or other writing delivered to Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof;

9.9 If this Agreement or any other Loan Document that purports to create a Lien, shall, for any reason, fail or cease to create a valid and perfected and, except to the extent of Permitted Liens that are permitted purchase money Liens, interests of lessors under Capital Leases or Liens having priority by operation of law, first priority Lien on the Collateral covered thereby, except as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement or action of Lender;

9.10 If any event or circumstance occurs directly to the Loan Parties that Lender in its Permitted Discretion believes is reasonably likely to impair the prospect of payment of all or part of the Obligations or there occurs any Material Adverse Change;

9.11 If Lender determines in its Permitted Discretion exercised in good faith that any Loan Party has engaged in fraudulent activity with respect to the Collateral or other matters;

9.12 Any director, senior officer or owner of at least 20% of the issued and outstanding ownership interests of a Loan Party is indicted for a felony offense under state or federal law, or a Loan Party hires a senior officer or appoints a director who has been convicted of any such felony offense, or a Person becomes an owner of at least 20% of the issued and outstanding ownership interests of a Loan Party who has been convicted of any such felony offense, and, in the case of a director or senior officer, such director or senior officer is not replaced or removed (consistent with applicable law) to Lender's reasonable satisfaction within five (5) Business Days after any Loan Party first becomes aware of such conviction or indictment;

9.13 If any Loan Party fails to pay any indebtedness or obligation owed to Lender or its Affiliates which is unrelated to the Credit Facility or this Agreement as it becomes due and payable or the occurrence of any default or event of default under any agreement between any Loan Party and Lender or its Affiliates unrelated to the Loan Documents; or

9.14 (a) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA to the Pension Plan, Multiemployer

Plan or the PBGC in an aggregate amount in excess of $500,000, or (b) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of $500,000; or

9.15 The validity or enforceability of any Loan Document shall at any time for any reason be declared to be null and void, or a proceeding shall be commenced by a Loan Party or any of its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or any of its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or any of its Subsidiaries shall deny that such Loan Party or such Subsidiary has any liability or obligation purported to be created under any Loan Document.

10. RIGHTS AND REMEDIES.

10.1 **Rights and Remedies**. Upon the occurrence and during the continuation of an Event of Default, Lender may (in each case under clauses (a) or (b) by written notice to Borrowers; provided that no such notice shall be required with respect to Events of Default under Section 9.4 or Section 9.5), in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by applicable law, do any one or more of the following:

(a) declare the Obligations (other than the Hedge Obligations, which may be accelerated in accordance with the terms of the applicable Hedge Agreement), whether evidenced by this Agreement or by any of the other Loan Documents immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by each Borrower and each other Loan Party;

(b) declare the funding obligations of Lender under this Agreement terminated, whereupon such funding obligations shall immediately be terminated together with any obligation of Lender hereunder to make Advances, extend any other credit hereunder or issue Letters of Credit;

(c) give notice to an Account Debtor or other Person obligated to pay an Account, a General Intangible, Negotiable Collateral, or other amount due, notice that the Account, General Intangible, Negotiable Collateral or other amount due has been assigned to Lender for security and must be paid directly to Lender and Lender may collect the Accounts, General Intangible and Negotiable Collateral of each Borrower and each other Loan Party directly, and any collection costs and expenses shall constitute part of the Obligations under the Loan Documents;

(d) in Lender's name or in each Loan Party's name, as such Loan Party's agent and attorney-in-fact, notify the United States Postal Service to change the address for delivery of mail to any address designated by Lender, otherwise intercept mail, and receive, open and dispose of such Loan Party's mail, applying all Collateral as permitted under this Agreement and holding all other mail for such Loan Party's account or forwarding such mail to such Loan Party's last known address;

(e) without notice to or consent from any Loan Party or any of its Subsidiaries, and without any obligation to pay rent or other compensation, take exclusive possession of all locations where any Loan Party or any of its Subsidiaries conduct its business or has any rights of possession and use the locations to store, process, manufacture, sell, use, and liquidate or otherwise dispose of items that are Collateral, and for any other incidental purposes deemed appropriate by Lender in good faith; and

(f) exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the Code or any other applicable law.

10.2 **Additional Rights and Remedies**. Without limiting the generality of the foregoing, each Borrower expressly agrees that upon the occurrence and during the continuation of an Event of Default:

(a) Lender, without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Borrower, any other Loan Party or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Loan Parties to, and each Loan Party hereby agrees that it will at its own expense and upon request of Lender forthwith, assemble all or part of the Collateral as directed by Lender and make it available to Lender at one or more locations designated by Lender where such Borrower or other Loan Party conducts business, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's or Loan Party's offices or

elsewhere, for cash, on credit, and upon such other terms as Lender may deem commercially reasonable. Each Loan Party agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to such Loan Party of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and such notice shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Code. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time, and such sale may be made at the time and place to which it was so adjourned. Each Loan Party agrees that the internet shall constitute a "place" for purposes of Section 9-610(b) of the Code. Each Loan Party agrees that any sale of Collateral to a licensor pursuant to the terms of a license agreement between such licensor and such Loan Party is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the Code;

(b) Lender may, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it under applicable law and without the requirement of notice to or upon any Loan Party or any other Person (which notice is hereby expressly waived to the maximum extent permitted by the Code or any other applicable law), (i) with respect to any Loan Party's Deposit Accounts in which Lender's Liens are perfected by control under Section 9-104 of the Code, instruct the bank maintaining such Deposit Account for the applicable Loan Party to pay the balance of such Deposit Account to or for the benefit of Lender, and (ii) with respect to any Loan Party's Securities Accounts in which Lender's Liens are perfected by control under Section 9-106 of the Code, instruct the securities intermediary maintaining such Securities Account for the applicable Loan Party to (A) transfer any cash in such Securities Account to or for the benefit of Lender, or (B) liquidate any financial assets in such Securities Account that are customarily sold on a recognized market and transfer the cash proceeds thereof to or for the benefit of Lender;

(c) any cash held by Lender as Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied against the Obligations in the order set forth in Section 10.5. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, each Borrower and each other Loan Party shall remain jointly and severally liable for any such deficiency; and

(d) the Obligations arise out of a commercial transaction, and that if an Event of Default shall occur and be continuing Lender shall have the right to an immediate writ of possession without notice of a hearing. Lender shall have the right to the appointment of a receiver for each Loan Party or for the properties and assets of each Loan Party, and each Borrower and each other Loan Party hereby consents to such rights and such appointment and hereby waives any objection such Borrower or such Loan Party may have thereto or the right to have a bond or other security posted by Lender.

Notwithstanding the foregoing or anything to the contrary contained in Section 10.1, upon the occurrence of any Default or Event of Default described in Section 9.4 or Section 9.5, in addition to the remedies set forth above, without any notice to any Borrower or any other Person or any act by Lender, all obligations of Lender to provide any further extensions of credit hereunder shall automatically terminate and the Obligations (other than the Hedge Obligations), shall automatically and immediately become due and payable and each Borrower shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or notice of any kind, all of which are expressly waived by each Borrower.

10.3 **Lender Appointed Attorney in Fact**. Each Borrower and each other Loan Party hereby irrevocably appoints Lender its attorney-in-fact, with full authority in the place and stead of such Borrower and such Loan Party and in the name of such Borrower or such Loan Party or otherwise, at such time as an Event of Default has occurred and is continuing, to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts or any other Collateral of such Borrower or such other Loan Party;

(b) to receive, indorse, and collect any drafts or other instruments, documents, Negotiable Collateral or Chattel Paper;

(c) to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Collateral of such Borrower or such other Loan Party or otherwise to enforce the rights of Lender with respect to any of the Collateral;

(d) to repair, alter, or supply Goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to Borrower or such other Loan Party in respect of any Account of such Borrower or such other Loan Party;

(e) to use any Intellectual Property or Intellectual Property Licenses of such Borrower or such other Loan Party including but not limited to any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, or advertising matter, in preparing for sale, advertising for sale, or selling Inventory or other Collateral and to collect any amounts due under Accounts, contracts or Negotiable Collateral of such Borrower or such other Loan Party;

(f) to take exclusive possession of all locations where each Borrower or other Loan Party conducts its business or has rights of possession, without notice to or consent of any Borrower or any Loan Party and to use such locations to store, process, manufacture, sell, use, and liquidate or otherwise dispose of items that are Collateral, without obligation to pay rent or other compensation for the possession or use of any location;

(g) Lender shall have the right, but shall not be obligated, to bring suit in its own name or in the applicable Loan Party's name, to enforce the Intellectual Property and Intellectual Property Licenses and, if Lender shall commence any such suit, the appropriate Borrower or such other Loan Party shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement; and

(h) to the extent permitted by law, such Borrower and each other Loan Party hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all commitments of Lender under this Agreement to provide extensions of credit are terminated and all Obligations have been paid in full in cash.

10.4 **Remedies Cumulative.** The rights and remedies of Lender under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Default or Event of Default shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

10.5 **Crediting of Payments and Proceeds.** In the event that the Obligations (other than the Hedge Obligations, which may be accelerated in accordance with the terms of the applicable Hedge Agreement) have been accelerated pursuant to Section 10.1 or Lender has exercised any remedy set forth in this Agreement or any other Loan Document, all payments received by Lender upon the Obligations and all net proceeds from the enforcement of the Obligations shall be applied in such manner as Lender shall determine in its discretion and, thereafter, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

10.6 **Marshaling.** Lender shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies under this Agreement and under the other Loan Documents and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Borrower and each other Loan Party hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights and remedies under this Agreement or under any other Loan Document or instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Borrower hereby irrevocably waives the benefits of all such laws.

10.7 **License.** Each Borrower and each other Loan Party hereby grants to Lender a non-exclusive, worldwide and royalty-free license to use or otherwise exploit all Intellectual Property rights of such Borrower and such Loan Party for the purpose of: (a) completing the manufacture of any in-process materials during the continuance of any Event of Default so that such materials become saleable Inventory, all in accordance with the same quality standards previously adopted by such Borrower or such other Loan Party for its own manufacturing; and (b) selling, leasing or otherwise disposing of any or all Collateral during the continuance of any Event of Default.

10.8 **Disposition of Pledged Interests by Lender.** None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Loan Party understands that in connection with such disposition, Lender may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Loan Party, therefore, agrees that: (a) if Lender shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Lender shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be

considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance (absent manifest error) shall be conclusive evidence that Lender has handled the disposition in a commercially reasonable manner.

10.9 **Voting and Other Rights in Respect of Pledged Interests.**

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Lender may, at its option, and with two (2) Business Days' prior notice to such Borrower or such other Loan Party, and in addition to all rights and remedies available to Lender under any other agreement, at law, in equity, or otherwise, exercise all voting rights, or any other ownership or consensual rights (including any dividend or distribution rights) in respect of the Pledged Interests owned by any Borrower or any other Loan Party, but under no circumstances is Lender obligated by the terms of this Agreement to exercise such rights, and (ii) if Lender duly exercises its right to vote any of such Pledged Interests, each Borrower and each other Loan Party hereby appoints Lender, such Borrower's and such Loan Party's true and lawful attorney-in-fact and irrevocable proxy to vote such Pledged Interests in any manner Lender deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney and proxy granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as such Borrower or such other Loan Party shall have the right to vote the Pledged Interests owned by it, such Borrower and such other Loan Party covenants and agrees that it will not, without the prior written consent of Lender, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of Lender.

11. WAIVERS; INDEMNIFICATION.

11.1 **Demand; Protest; etc.** Each Borrower and each other Loan Party waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by Lender on which such Borrower or such other Loan Party may in any way be liable.

11.2 **The Lender's Liability for Collateral.** Each Borrower and each other Loan Party hereby agrees that: (a) so long as Lender complies with its obligations, if any, under the Code, Lender shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by each Borrower and such other Loan Parties.

11.3 **Indemnification.** Each Borrower and each other Loan Party shall pay, indemnify, defend, and hold the Lender-Related Persons (each, an "Indemnified Person") harmless (to the fullest extent permitted by applicable law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable out-of-pocket fees and disbursements of attorneys, experts, or consultants and all other reasonable out-of-pocket costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery, enforcement, performance, or administration (including any restructuring, forbearance or workout with respect hereto) of this Agreement, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of compliance by each Borrower and each other Loan Party and each of its Subsidiaries with the terms of the Loan Documents, (b) with respect to any investigation, litigation, or proceeding related to this Agreement, any other Loan Document, or the use of the proceeds of the credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, (c) in connection with the custody, preservation, use or operation of, or, upon an Event of Default, the sale of, collection from, or other realization upon, any of the Collateral in accordance with this Agreement and the other Loan Documents, (d) with respect to the failure by any Borrower or any other Loan Party to perform or observe any of the provisions hereof or any other Loan Document, (e) in connection with the exercise or enforcement of any of the rights of Lender hereunder or under any other Loan Document, and (f) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by any Borrower or any other Loan Party or any Subsidiary of a Borrower or any other Loan Party or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of such Loan Party or any of its Subsidiaries (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, no Borrower or any other Loan Party shall have any obligation to any Indemnified Person under this Section 11.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person or its officers, directors, employees, attorneys, or other agents. This provision shall survive the termination

Case 3:13-bk-04009 Claim 33-1 Part 2 Filed 09/13/13 Desc Exhibit A - Credit Agmt
1 of 5 Page 31 of 40

of this Agreement and the repayment of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which a Borrower or any other Loan Party was required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by such Borrower or such other Loan Party with respect thereto. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON.**

12. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or telefacsimile. In the case of notices or demands to Borrowers, any other Loan Party or Lender, as the case may be, they shall be sent to the respective address set forth below:

If to any Loan Party:	Oreck Corporation 565 Marriott Drive, Suite 300 Nashville, TN 37214 Attention: Chief Financial Officer Fax No: 615-316-5842
	and
	Oreck Corporation 565 Marriott Drive, Suite 300 Nashville, TN 37214 Attention: General Counsel Fax No: 615-316-5836
with courtesy copies to (which shall not constitute Notice for purposes of this Section 12):	Bradley Arant Boult Cummings LLP Roundabout Plaza 1600 Division Street, Suite 700 Nashville, Tennessee 37203 Attn: John W. Myers II Fax No.: 615-252-6349 Email:jmyers@babc.com
If to Lender:	**WELLS FARGO BANK, NATIONAL ASSOCIATION** 100 Park Avenue, 2nd Floor New York, New York 10017 Attn: Joe Mullen Fax No.: 877-382-3518
with a courtesy copy to (which shall not constitute Notice for purposes of this Section 12):	Riemer & Braunstein LLP Seven Times Square, Suite 2506 New York, New York 10036 Attn: Donald E. Rothman Fax No.: 617-692-3556

Any party hereto may change the address at which it is to receive notices hereunder, by notice in writing in the foregoing manner given to the other parties. All notices or demands sent in accordance with this Section 12 shall be deemed received on the earlier of the date of actual receipt or 3 Business Days after the deposit thereof in the mail; provided, that (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to

have been given at the opening of business on the next Business Day for the recipient) and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment). Any notice given by Lender to any Borrower as provided in this Section 12 shall be deemed sufficient notice as to all Loan Parties, regardless of whether each Loan Party is sent a separate copy of such notice or whether each Loan Party is specifically identified in such notice.

13. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH BORROWER, EACH OTHER LOAN PARTY AND LENDER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 13(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH LOAN PARTY AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). EACH LOAN PARTY AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) NO CLAIM MAY BE MADE BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO, OR ANY AFFILIATE THEREOF OR ANY DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH PARTY HERETO HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

14. **ASSIGNMENTS; SUCCESSORS.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that no Borrower or any other Loan Party may assign this Agreement or any rights or duties hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No consent to assignment by Lender shall release any Borrower or any other Loan Party from its Obligations. Lender may assign this Agreement and the other Loan Documents in whole or in part and its rights and duties hereunder or grant participations in the Obligations hereunder and thereunder and no consent or approval by any Borrower or any other Loan Party is required in connection with any such assignment or participation; provided, however, in no event may Lender assign or participate all or any portion of the Obligations to (a) a competitor of any Loan Party or any Affiliate of any such competitor, (b) any holder of the Second Lien Debt other than pursuant to the right to purchase the Obligations under the Second Lien Intercreditor Agreement or (c) David Oreck or any member of the Family Group. As long as no Default or Event of Default has occurred and is continuing, Lender agrees to use commercially reasonable efforts to provide Administrative Borrower with at least five (5) Business Days' notice of any such assignment (other than of an assignment to an Affiliate), but the failure to give such notice shall not impair Lender's ability to consummate such assignment or result in any liability hereunder.

15. **AMENDMENTS; WAIVERS.** No amendment or modification of this Agreement or any other Loan Document or any other document or agreement described in or related to this Agreement shall be effective unless it has been agreed to by Lender and each applicable Loan Party in a writing that specifically states that it is intended to amend or modify specific Loan Documents, or any other document or agreement described in or related to this Agreement. No failure by Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Lender on any occasion shall affect or diminish Lender's rights thereafter to require strict performance by Borrowers or any other Loan Party of any provision of this Agreement. Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Lender may have.

16. **TAXES.**

(a) All payments made by any Borrower or any other Loan Party hereunder or under any note or other Loan Document will be made without setoff, counterclaim, or other defense. In addition, all such payments will be made free and clear of, and without deduction or withholding for, any present or future Taxes, and in the event any deduction or withholding of Taxes is required, each Borrower shall comply with the next sentence of this Section 16(a). If any Taxes are so levied or imposed, each Borrower and each other Loan Party agrees to pay the full amount of such Taxes and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement, any note, or Loan Document, including any amount paid pursuant to this Section 16(a) after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein; provided, however, that Borrowers or Loan Parties shall not be required to increase any such amounts if the increase in such amount payable results from Lender's willful misconduct or gross negligence (as finally determined by a court of competent jurisdiction). Each Borrower and each other Loan Party will furnish to Lender as promptly as possible after the date the payment of any Tax is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by such Borrower.

(b) Each Borrower agrees to pay any present or future stamp, value added or documentary taxes or any other excise or property taxes, charges, or similar levies that arise from any payment made hereunder or from the execution, delivery, performance, recordation, or filing of, or otherwise with respect to this Agreement or any other Loan Document.

17. **GENERAL PROVISIONS.**

17.1 **Effectiveness.** This Agreement shall be binding and deemed effective when executed by each Borrower, each other Loan Party and Lender.

17.2 **Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3 **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Lender or any Loan Party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4 **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5 **Debtor-Creditor Relationship.** The relationship between Lender, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. Lender shall not have (and shall not be deemed to have) any fiduciary

relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between Lender, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

17.6 **Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

17.7 **Revival and Reinstatement of Obligations.** If the incurrence or payment of the Obligations by any Loan Party or the transfer to Lender of any property should for any reason subsequently be asserted, or declared, to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (each, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of Lender related thereto, the liability of such Loan Party automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made and all of Lender's Liens in the Collateral shall be automatically reinstated without further action.

17.8 **Confidentiality.**

(a) Lender agrees that material, non-public information regarding the Loan Parties and their Subsidiaries, their operations, assets, and existing and contemplated business plans ("Confidential Information") shall be treated by Lender in a confidential manner, and shall not be disclosed by Lender to Persons who are not parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to Lender and to employees, directors and officers of Lender (the Persons in this clause (i), "Lender Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of Lender, provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 17.8, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be required by statute, decision, or judicial or administrative order, rule, or regulation; provided that (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Borrowers with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Borrowers pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Borrowers, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that, (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Borrowers with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Borrowers pursuant to the terms of the subpoena or other legal process and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Lender or Lender Representatives), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information hereunder subject to the terms of this Section 17.8, (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; provided, that, prior to any disclosure to any Person (other than any Loan Party, Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than Borrowers, Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Borrowers with prior written notice thereof, (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document; (xi) to equity owners of each Loan Party; and (xii) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document. The obligations of Lender hereunder shall survive payment or satisfaction in full of all other Obligations for a period of two years.

(b) Anything in this Agreement to the contrary notwithstanding, Lender may use the name, logos, and other insignia of the Loan Parties and the Maximum Credit provided hereunder in any "tombstone" or comparable advertising, on its website or in other marketing materials of Lender.

Case 3:13-bk-04009 Claim 33-1 Part 2 Filed 09/13/13 Desc Exhibit A - Credit Agmt
1 of 5 Page 35 of 40

17.9 **Lender Expenses.** Each Borrower and each other Loan Party agrees to pay the Lender Expenses on the earlier of (a) the first day of the month following the date on which such Lender Expenses were first incurred, or (b) the date on which demand therefor is made by Lender and each Borrower and each other Loan Party agrees that its obligations contained in this Section 17.9 shall survive payment or satisfaction in full of all other Obligations.

17.10 **Setoff.** Lender may at any time, in its sole discretion and without demand or notice to anyone, setoff any liability owed to any Borrower or any Guarantor or any other Loan Party by Lender against any of the Obligations then due.

17.11 **Survival.** All representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as any of the Obligations is outstanding and unpaid or any Letter of Credit is outstanding and so long as the obligation of Lender to provide extensions of credit hereunder has not expired or been terminated.

17.12 **Patriot Act.** Lender hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In addition, if Lender is required by law or regulation or internal policies to do so, it shall have the right to periodically conduct (a) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the Loan Parties, and (b) OFAC/PEP searches and customary individual background checks of the Loan Parties' senior management and key principals, and each Borrower and each other Loan Party agrees to cooperate in respect of the conduct of such searches and further agrees that the reasonable costs and charges for such searches shall constitute Lender Expenses hereunder and be for the account of Borrowers.

17.13 **Integration.** This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. The foregoing to the contrary notwithstanding, all Bank Product Agreements, if any, are independent agreements governed by the written provisions of such Bank Product Agreements, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such Bank Product Agreement.

17.14 **Bank Product Providers.** Each Bank Product Provider shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom Lender is acting. Lender hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed Lender as its agent and to have accepted the benefits of the Loan Documents; it being understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Lender and the right to share in payments and collections of the Collateral as more fully set forth herein and in the other Loan Documents. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that Lender shall have the right, but shall have no obligation, to establish, maintain, relax, or release Reserves in respect of the Bank Product Obligations and that if Reserves are established there is no obligation on the part of Lender to determine or ensure whether the amount of any such Reserve is appropriate or not. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no Bank Product Provider (other than Lender in its capacity as lender hereunder) shall have any voting or approval rights hereunder solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or any other Loan Party.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

BORROWERS:

ORECK CORPORATION

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK DIRECT, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK MERCHANDISING, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK HOMECARE, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

VECTEUR, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK HOLDINGS, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK FRANCHISE SERVICES, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK MANUFACTURING COMPANY

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

ORECK SALES, LLC

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

GUARANTOR:

ASP ORECK INC.

By: _____
Name: Jeffrey T. Gray
Title: Chief Financial Officer and Treasurer

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: Richard Mahtani

Title: Authorized Signatory

Schedule 1.1

a. **Definitions.** As used in this Agreement, the following terms shall have the following definitions:

"Acceptable Bill of Lading" means with respect to In-Transit Inventory, a tangible, negotiable bill of lading that is either (i) in Borrower's customary form for In-Transit Inventory that is already in transit and subject to a bill of lading on the Closing Date or subsequently shipped within sixty (60) days after the Closing Date, or (ii) that is (a) is issued either by a common carrier which is not an Affiliate of the applicable Foreign Vendor or any Borrower and which is in actual possession of such Inventory or by an Eligible NVOCC; (b) covers only such In-Transit Inventory; (c) is issued to the order of a Borrower or, if so requested by Lender, to the order of Lender; (d) names Lender as a notify party and bears a conspicuous notation on its face of Lender's security interest therein (unless such bill of lading is issued to the order of Lender); (e) is subject to Lender's duly perfected, first priority security interest and no other Lien that is not a Permitted Lien; and (f) is otherwise in form and content reasonably acceptable to Lender.

"Account" means an account (as that term is defined in Article 9 of the Code).

"Account Debtor" means an account debtor (as that term is defined in the Code).

"Additional Documents" has the meaning specified therefor in Section 6.15.

"Administrative Borrower" has the meaning specified therefor in Section 2.5.

"Advances" has the meaning specified therefor in Section 2.1(a).

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Stock, by contract, or otherwise; provided, however, that, for purposes of the definition of Eligible Accounts, Eligible Third Party Accounts, Eligible Consumer Accounts and Section 7.12: (a) any Person which owns directly or indirectly 10% or more of the Stock having ordinary voting power for the election of the board of directors or equivalent governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agreement" means the Credit and Security Agreement to which this Schedule 1.1 is attached.

"Authorized Person" means any one of the individuals identified on Schedule A-2, as such schedule is updated from time to time by written notice from Borrowers to Lender.

"Availability" means, as of any date of determination, the amount that Borrowers are entitled to borrow as Advances under Section 2.1 (after giving effect to all then outstanding Obligations).

"Bank Product" means any one or more of the following financial products or accommodations extended to a Loan Party or any of its Subsidiaries by a Bank Product Provider: (a) commercial credit cards, (b) commercial credit card processing services, (c) debit cards, (d) stored value cards, (e) purchase cards (including so-called "procurement cards" or "P-cards"), (f) Cash Management Services, or (g) transactions under Hedge Agreements.

"Bank Product Agreements" means those agreements entered into from time to time by a Loan Party or any of its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products, including all Cash Management Documents.

"Bank Product Collateralization" means providing cash collateral (pursuant to documentation reasonably satisfactory to Lender) to be held by Lender for the benefit of the Bank Product Provider in an amount determined by Lender as sufficient to satisfy the reasonably estimated credit exposure with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

"Bank Product Obligations" means (a) all obligations, indebtedness, liabilities, reimbursement obligations, fees, or expenses owing by a Loan Party or any of its Subsidiaries to Lender or another Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect,

absolute or contingent, liquidated or unliquidated, determined or undetermined, voluntary or involuntary, due, not due or to become due, incurred in the past or now existing or hereafter arising, however arising and (b) all Hedge Obligations.

"Bank Product Provider" means Lender or any of its Affiliates that provide Bank Products to a Loan Party or any of its Subsidiaries.

"Bank Product Reserve Amount" means, as of any date of determination, the Dollar amount of reserves that Lender has determined it is necessary or appropriate to establish (based upon Lender's reasonable determination of the credit and operating risk exposure to a Loan Party and its Subsidiaries in respect of Bank Product Obligations) in respect of Bank Products then provided or outstanding.

"Bankruptcy Code" means title 11 of the United States Code, as in effect from time to time.

"Board of Directors" means the board of directors (or comparable managers) of a Borrower or any other Loan Party or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

"Books" means books and records (including a Borrower's or any other Loan Party's Records indicating, summarizing, or evidencing such Borrower's or such other Loan Party's assets (including the Collateral) or liabilities, such Borrower's or such other Loan Party's Records relating to such Borrower's or such other Loan Party's business operations or financial condition, or such Borrower's or such other Loan Party's Goods or General Intangibles related to such information).

"Borrowers" has the meaning specified therefor in the preamble to this Agreement.

"Borrowing" means a borrowing consisting of Advances (a) requested by Borrowers, (b) made automatically pursuant to Section 2.3(c) without the request of Borrowers, (c) made by Lender pursuant to Section 2.6(c), or (d) a Protective Advance.

"Borrowing Base" means, as of any date of determination, the result of:

(a) 85% (*less* the amount, if any, of the Dilution Reserve, if applicable) of the amount of Eligible Accounts, *plus*

(b) 70% (less the amount, if any of the Dilution Reserve, if applicable) of the amount of Eligible Third Party Accounts, *plus*

(c) the lesser of (i) the Eligible Consumer Accounts Sublimit and (ii) 70% (less the amount, if any of the Dilution Reserve, if applicable) of the amount of Eligible Consumer Accounts, *plus*

(d) the lowest of

(i) $12,000,000,

(ii) 65% of the Value of Eligible Inventory, and

(iii) 85% *times* the most recently determined Net Liquidation Percentage *times* the Value of Eligible Inventory, *plus*

(e) the lowest of

(i) $3,000,000; provided that the aggregate amount of Availability attributable Eligible In-Transit Inventory pursuant to this clause (e) and Eligible Inventory pursuant to clause (d) above shall not exceed $12,000,000,

(ii) 65% of the Value of Eligible In-Transit Inventory, and

(iii) 85% *times* the most recently determined Net Liquidation Percentage *times* the Value of Eligible In-Transit Inventory, *minus*

(f) the aggregate amount of Reserves, if any, established by Lender.

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 1 of 40

"Borrowing Base Certificate" means a form of borrowing base certificate in form and substance reasonably acceptable to Lender.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close pursuant to the rules and regulations of the Federal Reserve System.

"Capital Expenditures" means, with respect to any Person for any period, the aggregate of all expenditures by such Person and its Subsidiaries during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed.

"Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having combined capital and surplus of not less than $250,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than $250,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"Cash Management Documents" means the agreements governing each of the Cash Management Services of Lender utilized by a Loan Party, which agreements shall currently include the Master Agreement for Treasury Management Services or other applicable treasury management services agreement, the "Acceptance of Services", the "Service Description" governing each such treasury management service used by a Loan Party, and all replacement or successor agreements which govern such Cash Management Services of Lender.

"Cash Management Services" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant stored value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements.

"Cash Management Transition Period" has the meaning specified in Section 6.12(j)(i).

"CFC" means a controlled foreign corporation (as that term is defined in the IRC).

"Change of Control" means that (a) GSCP (NJ), LP or any Affiliate thereof fails to own and control, directly or indirectly, 50.1%, or more, of the Stock of each Loan Party having the right to vote for the election of members of the Board of Directors, (b) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act), other than Permitted Holders, becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 20%, or more, of the Stock of a Loan Party having the right to vote for the election of members of the Board of Directors of such Loan Party, (c) a majority of the members of the Board of Directors do not constitute Continuing Directors, or (d) Borrowers or Parent fail to own and control, directly or indirectly, 100% of the Stock of each other Loan Party and their Subsidiaries.

"Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 2 of 40

"Closing Date" means the date of the making of the initial Advance (or other extension of credit) under this Agreement.

"Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Lender's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies. To the extent that defined terms set forth herein shall have different meanings under different Articles under the Uniform Commercial Code, the meaning assigned to such defined term under Article 9 of the Uniform Commercial Code shall control.

"Collateral" means all of each Borrower's and each Guarantor's now owned or hereafter acquired:

(a) Accounts;

(b) Books;

(c) Chattel Paper;

(d) Deposit Accounts;

(e) Goods, including Equipment and Fixtures;

(f) General Intangibles, including, without limitation, Intellectual Property and Intellectual Property Licenses;

(g) Inventory;

(h) Investment Related Property;

(i) Negotiable Collateral;

(j) Supporting Obligations;

(k) Commercial Tort Claims;

(l) money, Cash Equivalents, or other assets of such Loan Party that now or hereafter come into the possession, custody, or control of Lender (or its agent or designee); and

(m) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles (including, without limitation, Intellectual Property and Intellectual Property Licenses), Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (collectively, the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to such Loan Party or Lender from time to time with respect to any of the Investment Related Property.

All Real Property Collateral and other non-Code Collateral shall be deemed to be included as part of the Collateral, including without limitation all of the Loan Parties' rights (including purchase options) under any lease of real or personal property from the Cookeville IDB. Those items identified as Excluded Assets in Section 3.1 shall be deemed to be excluded from the Collateral to the extent, and in accordance with the terms and conditions thereof.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in the Books, Equipment, Accounts or Inventory of any Loan Party or any of its Subsidiaries, in each case, in favor of Lender with respect to the Collateral at such premises or otherwise in the custody, control or possession of such lessor, warehouseman, processor, consignee or other Person and in form and substance reasonably satisfactory to Lender.

"Collection Account" means the Deposit Account identified on Schedule A-1.

"Collections" means *all* cash, checks, notes, instruments, and other items of payment (including insurance Proceeds, cash Proceeds of asset sales, rental Proceeds, and tax refunds).

"Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 5.6(d) to the Information Certificate.

"Compliance Certificate" means a certificate substantially in the form of Exhibit A delivered by a senior officer of Oreck.

"Confidential Information" has the meaning specified therefor in Section 17.8.

"Consumer Account" means an Account in which the Account Debtor is a retail consumer arising under Oreck's standard Retail Installment Sales Agreement with such Account Debtor.

"Continuing Director" means (a) any member of the Board of Directors who was a director (or comparable manager) of Parent on the Closing Date, and (b) any individual who becomes a member of the Board of Directors of Parent after the Closing Date if such individual was approved, appointed or nominated for election to the Board of Directors by either GSCP (NJ), LP or any Affiliate thereof or a majority of the Continuing Directors (regardless of whether such person is in addition to or in replacement of any member of the Board of Directors referenced in the immediately preceding subsection (a)), but excluding any such individual originally proposed for election in opposition to the Board of Directors in office at the Closing Date in an actual or threatened election contest relating to the election of the directors (or comparable managers) of Parent and whose initial assumption of office resulted from such contest or the settlement thereof.

"Control Agreement" means a control agreement, in form and substance reasonably satisfactory to Lender, executed and delivered by a Loan Party or any Subsidiary of a Loan Party, Lender, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account) or issuer, (with respect to uncertificated securities).

"Control Group Tax Liabilities" has the meaning specified therefor in Section 7.9(e).

"Controlled Account" has the meaning specified therefor in Section 6.12(i).

"Controlled Account Bank" has the meaning specified therefor in Section 6.12 (i).

"Cookeville IDB" means the Industrial Development Board of the City of Cookeville, Tennessee.

"Copyrights" means any and all rights in any works of authorship, including (i) copyrights and moral rights, (ii) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 5.26(b) to the Information Certificate, (iii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Borrower's and each other Loan Party's rights corresponding thereto throughout the world.

"Copyright Security Agreement" means each Copyright Security Agreement executed and delivered by a Borrower or another Loan Party and Lender, in form and substance reasonably acceptable to Lender.

"Credit Card Notification" a notification reasonably satisfactory in form and substance to Lender which has been executed by a Loan Party and delivered to a Loan Party's credit card clearinghouses and processors listed on Schedule C-1.

"Credit Facility" means the Revolving Credit Facility.

"Customs Broker" means a Person that is engaged by Lender to clear In-Transit Inventory through U.S. Customs.

"Daily Balance" means, as of any date of determination and with respect to any Obligation, the amount of such Obligation owed at the end of such day.

"Daily Three Month LIBOR" means, for any day the rate per annum (rounded upward to the nearest whole 1/8th of 1%) for United States dollar deposits quoted by Lender for the purpose of calculating the effective interest rate for loans that reference Daily Three Month LIBOR as the Inter-Bank Market Offered Rate in effect from time to time for the 3 month delivery of funds in amounts approximately equal to the principal amount of such loans. Borrowers understand and agree that Lender may base its quotation of the Inter-Bank Market Offered Rate upon such offers or other market indicators of the Inter-Bank Market as Lender in its Permitted Discretion deems appropriate, including but not limited to the rate offered for U.S. dollar deposits on the London Inter-Bank Market. When interest is determined in relation to Daily Three Month LIBOR, each change in the interest rate shall become effective each Business Day that Lender determines, in its Permitted Discretion, that Daily Three Month LIBOR has changed.

"Default" means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

"Deposit Account" means any deposit account (as that term is defined in the Code).

"Designated Account" means the operating Deposit Account of Borrowers at Lender identified on Schedule D-1.

"Dilution" means, as of any date of determination, a percentage that is the result of dividing the Dollar amount of (a) bad debt write-downs, discounts, advertising allowances, credits, deductions, or other dilutive items as determined by Lender, in its Permitted Discretion, with respect to Borrowers' Accounts for the past six months, by (b) Borrowers' billings with respect to Accounts during such period.

"Dilution Reserve" means, as of any date of determination, the greater of (a) an amount sufficient to reduce the advance rate against Eligible Accounts by 1 percentage point for each percentage point by which Dilution is in excess of 5% and (b) without duplication of the eligibility criteria, the reserves for returns and allowances appearing on the Loan Parties' general ledger.

"Dollars" or "$" means United States dollars.

"EBITDA" means, with respect to any fiscal period, the consolidated net income (or loss) (as that term is determined in accordance with GAAP), of Oreck and its Subsidiaries, for such period, plus (a) without duplication and to the extent already deducted (and not added back) in arriving at such consolidated net income, the sum of the following amounts for such period: (i) the amount of depreciation and amortization of fixed and intangible assets deducted in determining such net income for such period; (ii) all interest expense and all fees for the use of money or the availability of money, including commitment, facility and like fees and charges upon indebtedness (including Debt to Lender) paid or payable during such period; (iii) all tax liabilities paid or accrued during such period; (iv) the amount of any management fees paid or accrued during such period; (v) non-cash compensation charges and expenses including, but not limited to, charges and expenses related to management incentive plans and employee bonus plans (to the extent deducted in determining net income for such period); (vi) any non-cash charges related to impairment of intangible assets; (vii) losses on sales, disposals or abandonments of assets other than Accounts and Inventory; and (viii) other non-cash charges; minus (b) without duplication and to the extent already added (and not deducted) in arriving at such consolidated net income, the amount of all gains realized during such period upon the sale or other disposition of property or assets that are sold or otherwise disposed of outside the ordinary course of business.

"Eligible Accounts" means those Accounts created by each Borrower in the ordinary course of its business, that arise out of such Borrower's sale of Goods or rendition of services, other than Consumer Accounts and Third Party Accounts, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Lender in Lender's Permitted Discretion. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, credits (but not below zero with respect to any Account) and unapplied cash respecting such Accounts. Eligible Accounts shall not include the following:

(a) Accounts that the Account Debtor has failed to pay within 60 days of original due date, not to exceed 120 days from original invoice date;

(b) Accounts with selling terms of more than 90 days;

(c) Accounts owed by an Account Debtor (or its Affiliates) where 25% or more of the value of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clauses (a) or (b) above or clauses (i) or (s) below;

(d) Accounts with respect to which the Account Debtor is an Affiliate of such Borrower or an employee or agent of such Borrower or any Affiliate of such Borrower;

(e) Accounts arising in a transaction wherein Goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, or any other terms by reason of which the payment by the Account Debtor may be conditional or contingent; provided that Accounts for which the Account Debtor is Costco will not be deemed ineligible solely as a result of title to the Goods with respect to which the Account arises not having been transferred to Costco as long as (i) such Goods are in transit to Costco and scheduled to arrive not later than seven (7) Business Days from the date of shipment and (ii) such Goods are being delivered pursuant to a purchase order from Costco;

(f) Accounts that are not payable in Dollars;

(g) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, or (ii) is not organized under the laws of the United States or any state thereof or Canada, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (x) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Lender (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Lender and is directly drawable by Lender (provided that with respect to the letter of credit issued by Lloyds Bank to Oreck UK Limited, such requirement shall not be required until 30 days after the Closing Date), (y) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Lender, or (z) the Account is guaranteed pursuant to an approved working capital guarantee from the Export-Import Bank of the United States in favor of Lender and reasonably acceptable to Lender in all respects;

(h) Accounts in excess of $100,000 in the aggregate at any time with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which such Borrower has complied, to the reasonable satisfaction of Lender, with the Assignment of Claims Act, 31 USC §3727), or (ii) any state of the United States;

(i) Accounts with respect to which the Account Debtor is a creditor of such Borrower, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of setoff, or dispute;

(j) that portion of Accounts which reflect a reasonable reserve for returns or amounts which are owed to Account Debtors, including those for rebates, allowances, co-op advertising, new store allowances or other deductions;

(k) (i) Accounts owing by a single Account Debtor or group of Affiliated Account Debtors (other than Costco, Wal-Mart, Target and QVC) whose total obligations owing to Borrower exceed fifteen (15%) percent of the aggregate amount of all otherwise Eligible Accounts, (b) Accounts owing by each of Wal-Mart or Target which, in each case, exceed thirty (30%) percent of the aggregate amount of all otherwise Eligible Accounts and (c) Accounts owing by Costco which exceed forty (40%) percent of the aggregate amount of all otherwise Eligible Accounts (but the portion of the Accounts not in excess of the foregoing applicable percentages may be deemed Eligible Accounts), provided, however, that, in each case, (x) the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Lender based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit, and (y) such percentages being subject to reduction if the creditworthiness of such Account Debtor, as determined by Lender in its Permitted Discretion, deteriorates, and (z) for the avoidance of doubt, Accounts for which the Account Debtor is QVC shall be ineligible;

(l) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which such Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor;

(m) Accounts, the collection of which, Lender, in its Permitted Discretion, believes to be doubtful by reason of the Account Debtor's financial condition;

(n) Accounts representing credit card sales or "C.O.D." sales;

(o) Accounts that are not subject to a valid and perfected first priority Lien in favor of Lender or that are subject to any Lien other than a Permitted Lien;

(p) Accounts that consist of progress billings (such that the obligation of the Account Debtors with respect to such Accounts is conditioned upon such Borrower's satisfactory completion of any further performance under the agreement giving rise thereto) or retainage invoices;

(q) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity;

(r) that portion of Accounts which represent finance charges, service charges, sales taxes or excise taxes;

(s) that portion of Accounts which has been restructured, extended, amended or otherwise modified;

(t) bill and hold invoices, except those with respect to which Lender shall have received an agreement in writing from the Account Debtor, in form and substance reasonably satisfactory to Lender, confirming the unconditional obligation of the Account Debtor to take the Goods related thereto and pay such invoice, so long as such Accounts satisfy all other criteria for Eligible Accounts hereunder;

(u) Accounts which have not been invoiced;

(v) Accounts constituting (i) Proceeds of copyrightable material unless such copyrightable material shall have been registered with the United States Copyright Office, or (ii) Proceeds of patentable inventions unless such patentable inventions have been registered with the United States Patent and Trademark Office; and

(w) Accounts or that portion of Accounts otherwise deemed ineligible by Lender in its Permitted Discretion.

Any Accounts which are not Eligible Accounts shall nonetheless constitute Collateral.

"Eligible Consumer Accounts" means Consumer Accounts created by each Borrower in the ordinary course of its business, that arise out of such Borrower's sale of Goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Consumer Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Lender in Lender's Permitted Discretion. In determining the amount to be included, Eligible Consumer Accounts shall be calculated net of customer deposits, credits (but not below zero with respect to any Account) and unapplied cash respecting such Accounts. Eligible Consumer Accounts shall not include the following:

(a) Accounts that the Account Debtor has failed to pay within 30 days of original due date for any installment;

(b) Accounts with selling terms of more than 365 days;

(c) Accounts owed by an Account Debtor (or its Affiliates) where any Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clauses (a) or (b) above;

(d) Accounts with respect to which the Account Debtor is an Affiliate of such Borrower or an employee or agent of such Borrower or any Affiliate of such Borrower;

(e) Accounts arising in a transaction wherein Goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, or any other terms by reason of which the payment by the Account Debtor may be conditional or contingent;

(f) Accounts that are not payable in Dollars;

(g) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or Canada, or (ii) is not organized under the laws of the United States or any state thereof or Canada,

or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (x) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Lender (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Lender and is directly drawable by Lender, (y) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Lender, or (z) the Account is guaranteed pursuant to an approved working capital guarantee from the Export-Import Bank of the United States in favor of Lender and reasonably acceptable to Lender in all respects;

(h) Accounts in excess of $100,000 in the aggregate at any time with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which such Borrower has complied, to the reasonable satisfaction of Lender, with the Assignment of Claims Act, 31 USC §3727), or (ii) any state of the United States;

(i) Accounts with respect to which the Account Debtor is a creditor of such Borrower, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of setoff, or dispute;

(j) that portion of Accounts which reflect a reasonable reserve for returns or amounts which are owed to account debtors, including those for rebates, allowances, co-op advertising, new store allowances or other deductions;

(k) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which such Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor;

(l) Accounts, the collection of which, Lender, in its Permitted Discretion, believes to be doubtful by reason of the Account Debtor's financial condition;

(m) Accounts that are not subject to a valid and perfected first priority Lien in favor of Lender or that are subject to any Lien other than a Permitted Lien;

(n) Accounts that consist of progress billings (such that the obligation of the Account Debtors with respect to such Accounts is conditioned upon such Borrower's satisfactory completion of any further performance under the agreement giving rise thereto) or retainage invoices;

(o) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity;

(p) that portion of Accounts which represent finance charges, service charges, sales taxes or excise taxes;

(q) that portion of Accounts which has been restructured, extended, amended or otherwise modified;

(r) Accounts which have not been invoiced;

(s) Accounts constituting (i) Proceeds of copyrightable material unless such copyrightable material shall have been registered with the United States Copyright Office, or (ii) Proceeds of patentable inventions unless such patentable inventions have been registered with the United States Patent and Trademark Office; and

(t) Accounts or that portion of Accounts otherwise deemed ineligible by Lender in its Permitted Discretion.

"Eligible Consumer Accounts Sublimit" means $3,000,000 which shall reduce by $500,000 on the date that is (a) six months after the Closing Date, (b) twelve months after the Closing Date and (c) eighteen months after the Closing Date.

"Eligible Foreign Vendor" means a Foreign Vendor which (a) is located in China, South Korea, Taiwan, or any other country reasonably acceptable to Lender in its Permitted Discretion, (b) has received timely payment or performance of all Indebtedness and other obligations at any time owed to it by a Borrower (whether such Indebtedness or other obligations arise from a Borrower's purchase of goods or otherwise), and (c) has not asserted (and has no right to assert) any reclamation, repossession, diversion, stoppage in transit, Lien or title retention rights in respect of such In-Transit Inventory.

"Eligible In-Transit Inventory" means, on any date, Inventory of a Borrower that satisfies all of the requirements for Eligible Inventory on such date (including the requirement that such Eligible Inventory be subject to Lender's duly perfected, first priority Lien and no other Lien that is not a Permitted Lien) other than the requirement that it be located in the United States (or Canada) and that it is the subject of a bill of lading or other document of title), but only if (a) under the terms of sale, title and risk of loss with respect to such Inventory have passed from the Foreign Vendor to, and such Inventory is owned by, a Borrower; (b) such Inventory is fully insured, to the extent of at least 100% of its cost, by marine cargo or other insurance in such amounts, with such insurance companies, subject to such deductibles and against such risks (including war and terrorism risks) as are reasonably satisfactory to Lender and in respect of which Lender has been named as sole lender loss payee pursuant to a lender loss payee endorsement reasonably acceptable to Lender; (c) the Foreign Vendor with respect to such Inventory is an Eligible Foreign Vendor; (d) such Inventory is in the possession of a common carrier or Eligible NVOCC that has issued an Acceptable Bill of Lading; (e) any NVOCC with respect to such Inventory is an Eligible NVOCC and has issued an Acceptable Bill of Lading; (f) all original counterparts of Acceptable Bills of Lading in respect of such Inventory (whether issued by a carrier or an NVOCC) are in the possession, in the United States, of Lender or an agent of Lender (including an Eligible NVOCC, a Customs Broker or a carrier serving as such agent under an Imported Goods Agreement) or in the possession of a Borrower as a result of Lender's delivery to a Borrower to facilitate offloading of such Inventory at the port of entry; (g) the NVOCC and Customs Broker (or the carrier, if so required by Lender) in respect of such Inventory has entered into an Imported Goods Agreement with Lender that is in effect on such date; (h) such Inventory shall not have been in transit for more than ninety (90) days; and (i) if such Inventory is purchased with and subject to a letter of credit, such Inventory and all related documents are in compliance with the terms of the applicable letter of credit.

"Eligible Inventory" means Inventory consisting of raw materials (inclusive of replacement parts), refurbished finished goods and first quality finished goods held for sale in the ordinary course of each Borrower's business, that complies with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Lender in Lender's Permitted Discretion. An item of Inventory shall not be included in Eligible Inventory if:

(a) such Borrower does not have good, valid, and marketable title thereto;

(b) it consists of "unprocessed returns" or work-in-process Inventory,

(c) it consists of raw materials, replacement parts and spare parts to the extent Availability attributable thereto is greater than $2,500,000 at any time; provided that all such Inventory that is maintained at a Loan Party's Homecare Store shall be ineligible;

(d) it consists of refurbished finished goods to the extent that Availability attributable thereto is greater than $1,000,000 at any time;

(e) it consists of maintenance parts, labels, packaging and shipping materials, or sample inventory or customer supplied parts or Inventory;

(f) it consists of Inventory that is perishable or live or where less than 8 weeks remain until the Inventory's stated expiration or "sell-by" or "use by" date;

(g) such Borrower does not have actual and exclusive possession thereof (either directly or through a bailee or agent of such Borrower);

(h) it is not located at one of the locations in the continental United States set forth on Schedule 5.29 to the Information Certificate, except to the extent that it is in-transit between such locations; provided that Availability attributable to all Inventory maintained at the Loan Parties' Homecare Stores shall not exceed $2,000,000 at any time;

(i) (A) it is stored at locations holding less than $25,000 of aggregate Value of Borrowers' Inventory if such Inventory is stored at any of the Borrowers' Homecare Stores or (B) if such Inventory is not stored at a Borrower's Homecare Store, it is stored at any other location holding less than 10% of the aggregate Value of Borrowers' Inventory (excluding Inventory maintained at the Borrowers' Homecare Stores, In-Transit Inventory and Inventory located at the Loan Parties' facility at Burton Branch Road, Algood, TN 38508), other than, in each case of clauses (A) and (B), it is in-transit between such locations;

(j) it is in-transit to or from a location of such Borrower (other than in transit from one location set forth on Schedule 5.29 to the Information Certificate to another location set forth on Schedule 5.29 to the Information Certificate);

(k) it is located on real property leased by such Borrower (other than a Homecare Store) or in a contract warehouse, in each case, unless it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from Goods of others, if any, stored on the premises; provided that Lender shall implement a three-month rent reserve with respect to all Inventory located at a Homecare Store in any state that grants a landlord a lien on any assets of a tenant by statute or other operation of law to the extent that a Collateral Access Agreement with respect to such location is not obtained;

(l) it is the subject of a bill of lading or other document of title;

(m) it is on consignment from any consignor, or on consignment to any consignee or subject to any bailment unless the consignee or bailee has (i) executed an agreement with Lender, and (ii) provided evidence reasonably acceptable to Lender that the applicable Borrower has properly perfected a first priority security interest in such consigned Inventory and has properly notified in writing the other creditors of consignee who hold an interest in such Inventory of Borrower's security interest in such Inventory, and (iii) the applicable Borrower has taken such other actions with respect to such consigned Inventory as Lender may reasonably request;

(n) it is not subject to a valid and perfected first priority Lender's Lien;

(o) it consists of goods returned or rejected by such Borrower's customers, other than refurbished goods in accordance with the limitations described above;

(p) it consists of Goods that are damaged, defective, obsolete or slow moving in excess of 12 months of historical sales of such Goods;

(q) Inventory that such Borrower has returned, has attempted to return, is in the process of returning or intends to return to the vendor of such Inventory;

(r) it consists of Goods that are restricted or controlled, or regulated items;

(s) it consists of Goods that are bill and hold Goods;

(t) it consists of damaged or defective Goods;

(u) it is subject to third party trademark, licensing or other proprietary rights (including, without limitation, Hoky Inventory), unless Lender is satisfied that such Inventory can be freely sold by Lender on and after the occurrence of an Event of a Default despite such third party rights;

(v) it consists of Inventory manufactured specifically for a customer and not supported by purchase orders;

(w) the portion of Inventory consisting of capitalized warranty costs, or

(x) Inventory otherwise deemed ineligible by Lender in its Permitted Discretion.

Any Inventory which is not Eligible Inventory shall nonetheless constitute Collateral.

"Eligible NVOCC" means, with respect to any In-Transit Inventory, an NVOCC for such Inventory that (a) is not an Affiliate of a Borrower or the applicable Vendor and is otherwise reasonably acceptable to Lender; (b) has received from the carrier a tangible bill of lading with respect to such Inventory that names such NVOCC as consignee and, if so requested by Lender, has granted Lender a security interest in such bill of lading as security for the Obligations; (c) has issued to the order of a Borrower or, if so requested by Lender, to the order of Lender, a tangible, negotiable bill of lading in respect of such Inventory (and any bill of lading so issued to the order of a Borrower shall name Lender as a notify party and conspicuously state on its face that it is subject to Lender's security interest); (d) is a party with Lender to an Imported Goods Agreement; and (e) has not asserted any adverse claim or Lien against any such Inventory

"Eligible Third Party Accounts" means each Third Party Account that satisfies the following criteria at the time of creation and continues to meet the same at any time of determination: such Third Party Account (i) has been earned by performance and represents the bona fide amounts due to a Borrower from a credit card issuer or credit card processor, and in each case is originated in the ordinary course of business of such Borrower, and (ii) in each case is reasonably acceptable to Lender in its Permitted Discretion, and is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (i) below. Without limiting the foregoing, to qualify as an Eligible Third Party Account, an Account shall indicate no Person other than a Borrower as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower may be obligated to rebate to a customer, a credit card issuer or credit card processor pursuant to the terms of any agreement or understanding (written or oral)), but in no event below zero for any Account, and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the Loan Parties to reduce the amount of such Third Party Account. Except as otherwise agreed by the Agent, any Third Party Account included within any of the following categories shall not constitute an Eligible Third Party Account:

(a) Third Party Accounts which do not constitute an "Account;"

(b) Third Party Accounts that have been outstanding for more than five (5) Business Days from the date of sale;

(c) Third Party Accounts (i) that are not subject to a perfected first-priority security interest in favor of Lender, or (ii) with respect to which a Borrower does not have good and valid title thereto, free and clear of any Lien (other than Permitted Liens);

(d) Third Party Accounts which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Third Party Accounts as to which a credit card issuer or a credit card processor has the right under certain circumstances to require a Loan Party to repurchase the Accounts from such credit card issuer or credit card processor;

(f) Third Party Accounts due from a credit card issuer or a credit card processor of the applicable credit card which is the subject of any bankruptcy or insolvency proceedings;

(g) Third Party Accounts which are not a valid, legally enforceable obligation of the applicable credit card issuer or a credit card processor with respect thereto;

(h) Third Party Accounts which do not conform to all representations, warranties or other provisions in the Loan Documents relating to Third Party Accounts; or

(i) Third Party Accounts or that portion of Third Party Accounts otherwise deemed ineligible by Lender in its Permitted Discretion.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of Environmental Laws or releases of Hazardous Materials (a) from any assets, properties, or businesses of any Loan Party, any Subsidiary of a Loan Party, or any of their predecessors in interest, (b) from adjoining properties or businesses, or (c) from or onto any facilities which received Hazardous Materials generated by any Loan Party, any Subsidiary of a Loan Party, or any of their predecessors in interest.

"Environmental Law" means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on any Loan Party or any of its Subsidiaries, relating to the environment, the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Equipment" means equipment (as that term is defined in the Code).

"Equity Sponsor" means, individually or collectively as the context may require, GSCP (NJ), LP and ASP Oreck Management, LLC and their Affiliates.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with a Loan Party within the meaning of Section 414(b) or (c) of the IRC (and Sections 414(m) and (o) of the IRC for purposes of provisions relating to Section 412 of the IRC).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the IRC or Sections 303, 304 and 305 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate.

"Event of Default" has the meaning specified therefor in Section 9.

"Excess Availability" means, as of any date of determination, the amount equal to Availability *minus* the aggregate amount, if any, of all trade payables and other obligations of Parent and its Subsidiaries aged in excess of 30 days beyond their terms as of the end of the immediately preceding month, held checks greater than 30 days past check date (assuming that checks are for accounts payable less than 30 days beyond their terms) and all book overdrafts and fees of Parent and its Subsidiaries, in each case as determined by Lender in its Permitted Discretion.

"Exchange Act" means the Securities Exchange Act of 1934, as in effect from time to time.

"Excluded Assets" has the meaning specified therefor in Section 3.1.

"Existing Lender" means Capital One Leverage Finance Corporation.

"Family Group" means (i) David Oreck and his spouse, parents, siblings, children, grandchildren, nephews, nieces, heirs, legatees, lineal descendants, executors, administrators, and other representatives, and (ii) any trust, family partnership or similar investment entity of which any of the foregoing Persons are trustee(s), managing member(s), managing partner(s) or similar officer(s) and/or that is for the benefit of any of the foregoing Persons as long as one or more of such Persons has the exclusive or joint right to control the voting and disposition of securities held by such trust, family partnership or similar investment entity.

"Fixed Charge Coverage Ratio" means, with respect to Oreck and its Subsidiaries for any period, the ratio of (i) EBITDA for such period, *minus* (a) Non-Financed Capital Expenditures made (to the extent not already incurred in a prior period) or incurred during such period, (b) cash income taxes paid during such period, to the extent greater than zero, and (c) all Restricted Junior Payments consisting of Control Group Tax Liabilities, to (ii) Fixed Charges for such period.

"Fixed Charges" means, with respect to any fiscal period and with respect to Oreck and its Subsidiaries determined on a consolidated basis in accordance with GAAP, the sum, without duplication, of (a) cash Interest Expense paid during such period (other than interest paid-in-kind, amortization of financing fees, and other non-cash Interest Expense), (b) principal payments paid in cash in respect of Indebtedness paid during such period, including cash payments with respect to Capital Leases, but excluding principal payments made with respect to the Revolving Credit Facility, to the extent not accompanied by a permanent reduction in the Maximum Revolver Amount, and (c) all Restricted Junior Payments (other than Control Group Tax Liabilities) and other distributions paid in cash during such period.

"Fixtures" means fixtures (as that term is defined in the Code).

"Foreign Vendor" means a Person that sells In-Transit Inventory to a Borrower.

"Funding Date" means the date on which a Borrowing occurs.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied; provided, however, that all calculations relative to liabilities shall be made without giving effect to Statement of Financial Accounting Standards No. 159.

"General Intangibles" means general intangibles (as that term is defined in the Code), and includes payment intangibles, contract rights, rights to payment, rights under Hedge Agreements (including the right to receive payment on account of the termination (voluntarily or involuntarily) of any such Hedge Agreements), rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

"Goods" means goods (as that term is defined in the Code).

"Governing Documents" means, with respect to any Person, the certificate or articles of incorporation, by-laws, or other organizational documents of such Person.

"Governmental Authority" means any federal, state, local, or other governmental or administrative body, instrumentality, board, department, or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

"Guarantors" means Parent and each Subsidiary of Parent (other than any Subsidiary that is a Borrower, a CFC on the Closing Date, or is not required to become a Guarantor pursuant to Section 6) and "Guarantor" means any of them.

"Guaranty" means that certain general continuing guaranty, dated as of even date with this Agreement, executed and delivered by each Guarantor in favor of Lender in form and substance reasonably satisfactory to Lender and any other guaranty agreement delivered at any time by a Guarantor in favor of Lender, and all of such guaranties are, collectively, the "Guaranties".

"Hazardous Materials" means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity", (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Hedge Obligations" means any and all obligations or liabilities, whether direct or indirect, absolute or contingent, liquidated or unliquidated, determined or undetermined, voluntary or involuntary, due, not due or to become due, incurred in the past or now existing or hereafter arising, however arising of any Loan Party or any of its Subsidiaries arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with Lender or another Bank Product Provider.

"Imported Goods Agreement" means an Imported Goods Agreement in the form and substance reasonably satisfactory to Lender.

"Indebtedness" as to any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all

reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices), (f) all obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Prohibited Preferred Stock of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness described in clause (d) above shall be the lower of the amount of the obligation and the fair market value of the assets of such Person securing such obligation.

"Indemnified Liabilities" has the meaning specified therefor in Section 11.3.

"Indemnified Person" has the meaning specified therefor in Section 11.3.

"Information Certificate" means the Information Certificate completed and executed by the Loan Parties attached hereto as Exhibit E.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, receiverships, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intellectual Property" means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

"Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to the Specified Party pursuant to end-user licenses), (B) the license agreements listed on Schedule 5.26(b) to the Information Certificate, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender's rights under the Loan Documents.

"Intercompany Subordination Agreement" means an intercompany subordination agreement executed and delivered by the Loan Parties and Lender, the form and substance of which is reasonably satisfactory to Lender.

"Interest Expense" means, for any period, the aggregate of the interest expense of Oreck and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"Interest Rate" means an interest rate equal to Daily Three Month LIBOR, which interest rate shall change whenever Daily Three Month LIBOR changes.

"Interest Rate Margin" means three and one-half (3.5%) percentage points; provided that the Interest Rate Margin shall be reduced to three (3) percentage points commencing with the first day after the date that the Loan Parties deliver audited financial statements for their 2013 fiscal year if Oreck and its Subsidiaries' EBITDA for such fiscal year is greater than or equal to $3,700,000.

"In-Transit Inventory" means Inventory of a Borrower that is in the possession of a common carrier and is in transit from a Foreign Vendor of a Borrower from a location outside the continental United States (or Canada) to a location of a Borrower (or a location designated by a Borrower) that is in the continental United States (or Canada).

"Inventory" means inventory (as that term is defined in the Code).

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business not to exceed $100,000 outstanding at any one time, and (b) *bona fide* Accounts arising in the ordinary course of business), or acquisitions of Indebtedness, Stock, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

"Investment Related Property" means (a) any and all investment property (as that term is defined in the Code), and (b) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"ISP98" means the International Standby Practices (1998 Revision, effective January 1, 1999), International Chamber of Commerce Publication No. 590.

"Lender" has the meaning specified therefor in the preamble to this Agreement and its successors and assigns.

"Lender Expenses" means all (a) reasonable costs or expenses (including taxes, and insurance premiums) required to be paid by any Loan Party or any of its Subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by Lender, (b) reasonable out-of-pocket fees or charges paid or incurred by Lender in connection with Lender's transactions with any Loan Party or any of its Subsidiaries under any of the Loan Documents, including, fees or charges for photocopying, notarization, couriers and messengers, telecommunication, public record searches (including tax lien, judgment lien, litigation, bankruptcy and Code searches and including searches with the patent and trademark office, the copyright office, or the department of motor vehicles), filing, recording, publication, appraisal (including periodic collateral appraisals or business valuations to the extent of the fees and charges (and up to the amount of any limitation contained in this Agreement), real estate surveys, real estate title insurance policies and endorsements, and environmental audits, (c) Lender's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of Borrowers (whether by wire transfer or otherwise), together with any out of pocket costs and expenses incurred in connection therewith, (d) out-of-pocket charges paid or incurred by Lender resulting from the dishonor of checks payable by or to any Loan Party, (e) reasonable out-of-pocket costs and expenses paid or incurred by Lender to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (f) fees and expenses to initiate electronic reporting by Borrowers to Lender, (g) reasonable out-of-pocket examination fees and expenses (including reasonable travel, meals, and lodging) of Lender related to any inspections, examinations, audits or appraisals to the extent of the fees and charges (and up to the amount of any limitation) contained in this Agreement, (h) reasonable out-of-pocket costs and expenses of third party claims or any other suit paid or incurred by Lender in enforcing or defending the Loan Documents or in connection with the transactions contemplated by the Loan Documents or Lender's relationship with any Loan Party or any of its Subsidiaries, (i) Lender's reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred in advising, structuring, drafting, reviewing, administering (including reasonable travel, meals, and lodging), or amending the Loan Documents, (j) Lender's reasonable costs and expenses (including reasonable attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including reasonable attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning any Loan Party or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether suit is brought, or in taking any Remedial Action concerning the Collateral, and (k) usage charges, charges, fees, costs and expenses for amendments, renewals, extensions, transfers, or drawings from time to time imposed by Lender in respect of Letters of Credit and out-of-pocket charges, fees, costs and expenses paid or incurred by Lender in connection with the issuance, amendment, renewal, extension, or transfer of, or drawing under, any Letter of Credit or any demand for payment thereunder.

"Lender-Related Persons" means Lender, together with its Affiliates, officers, directors, employees, attorneys, and agents.

"Lender Representatives" has the meaning specified therefor in Section 17.8(a).

"Lender's Liens" mean the Liens granted by Loan Parties and their Subsidiaries to Lender under the Loan Documents.

"Letter of Credit" means a letter of credit (as that term is defined in the Code) issued by Lender.

"Letter of Credit Agreements" means a Letter of Credit Application, together with any and all related letter of credit agreements pursuant to which Lender agrees to issue, amend, or extend a Letter of Credit, or pursuant to which Borrowers agree to reimburse Lender for all Letter of Credit Disbursements, each such application and related agreement to be in the form specified by Lender, in its Permitted Discretion, from time to time.

"Letter of Credit Application" means an application requesting Lender to issue, amend, or extend a Letter of Credit, each such application to be in the form specified by Lender from time to time.

"Letter of Credit Collateralization" means either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Lender, including provisions that specify that the Letter of Credit fee and all usage charges set forth in this Agreement and the Letter of Credit Agreements will continue to accrue while the Letters of Credit are outstanding) to be held by Lender for the benefit of Lender in an amount equal to 105% of the then existing Letter of Credit Usage, (b) delivering to Lender the original of each Letter of Credit, together with documentation executed by all beneficiaries under each Letter of Credit in form and substance reasonably acceptable to Lender terminating all of such beneficiaries' rights under such Letters of Credit, or (c) providing Lender with a standby letter of credit, in form and substance reasonably satisfactory to Lender, from a commercial bank acceptable to Lender (in its Permitted Discretion) in an amount equal to 105% of the then existing Letter of Credit Usage (it being understood that the Letter of Credit fee and all usage charges set forth in this Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

"Letter of Credit Disbursement" means a payment made by Lender pursuant to a Letter of Credit.

"Letter of Credit Usage" means, as of any date of determination, the sum of (i) the aggregate undrawn amount of all outstanding Letters of Credit, and (ii) the aggregate amount of outstanding reimbursement obligations with respect to Letters of Credit which remain unreimbursed or which have not been paid through an Advance under the Revolving Credit Facility.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Loan Account" has the meaning specified therefor in Section 2.8.

"Loan Documents" means this Agreement, any Borrowing Base Certificate, the Control Agreements, the Cash Management Documents, the Copyright Security Agreement, the Credit Card Notifications, the Guaranty, the Intercompany Subordination Agreement, the Letters of Credit, the Mortgages, the Second Lien Intercreditor Agreement, the Patent and Trademark Security Agreement, any note or notes executed by any Borrower in connection with this Agreement and payable to Lender, any Letter of Credit Applications and other Letter of Credit Agreements entered into by any Borrower in connection with this Agreement, and any other instrument or agreement entered into, now or in the future, by any Loan Party, any of its Subsidiaries or the Cookeville IDB and Lender in connection with this Agreement, but specifically excluding all Hedge Agreements.

"Loan Management Service" means Lender's proprietary automated loan management program currently known as "Loan Manager" and any successor service or product of Lender which performs similar services.

"Loan Parties" means collectively, each Borrower and each Guarantor and each of them is a "Loan Party".

"Lockbox" means "Lockbox" as defined and described in the Cash Management Documents.

"Management Agreement" means the Management Agreement, dated as of March 19, 2010, by and between Oreck, the Parent, and the Equity Sponsors.

"Management Debt" means the Indebtedness arising under that certain $1,750,000 non-interest bearing unsecured subordinated promissory note issued by Oreck to ASP Oreck Management, LLC as in effect on the Closing Date.

"Margin Stock" as defined in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

"Material Adverse Change" means (a) a material adverse change in the business, prospects, operations, results of operations, assets, liabilities or condition (financial or otherwise) of the Loan Parties and their Subsidiaries taken as a whole, (b) a material impairment of the ability of any Loan Party to perform its obligations under the Loan Documents to which it is a party or of the Lender's ability to enforce the Obligations or realize upon the Collateral, (c) a material impairment of the enforceability or priority of Lender's Liens with respect to the Collateral as a result of an action or failure to act on the part of any Loan Party or its Subsidiaries, or (d) any claim against any Loan Party or its Subsidiaries or threat of litigation against any Loan Party or its Subsidiaries would be reasonably likely to result in the occurrence of an event described in clauses (a), (b) or (c) above.

"Material Contract" means, with respect to any Person, (a) each contract or agreement to which such Person or any of its Subsidiaries is a party involving aggregate consideration payable to or by such Person or such Subsidiary of $500,000 or more in any fiscal year ((other than (i) purchase orders in the ordinary course of the business of such Person, (ii) contracts with customers or vendors of such Person pursuant to which such purchase orders will be issued, and (iii) other contracts that by their terms may be terminated by such Person in the ordinary course of its business upon less than 60 days' notice without penalty or premium), (b) the Management Agreement, and (c) all other contracts or agreements, the loss of which could reasonably be expected to result in a Material Adverse Change.

"Maturity Date" has the meaning specified therefor in Section 2.9.

"Maximum Credit" means $20,000,000.

"Maximum Revolver Amount" means $20,000,000, decreased by permanent reductions in such amount made in accordance with Section 2.11.

"Moody's" has the meaning specified therefor in the definition of Cash Equivalents.

"Mortgage Policy" has the meaning specified therefor in Exhibit B.

"Mortgages" means, individually and collectively, one or more mortgages (including, without limitation, leasehold mortgages), deeds of trust, or deeds to secure debt, executed and delivered by a Loan Party or its Subsidiaries in favor of Lender, in form and substance reasonably satisfactory to Lender, that encumber the Real Property Collateral.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including any Loan Party or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).

"Net Liquidation Percentage" means the percentage of the Value of a Borrower's Inventory that is estimated to be recoverable in an orderly liquidation of such Inventory as set forth in the most recent appraisal received by Lender and approved by Lender in its Permitted Discretion and upon which Lender may rely, net of all associated costs and expenses of such liquidation, such percentage to be as determined from time to time by an appraisal company selected or approved by Lender with such most recent acceptable appraisal to be in form, scope, methodology and content reasonably acceptable to Lender.

"Non-Financed Capital Expenditures" means Capital Expenditures not financed by the seller of the capital asset, by a third party lender or by means of any extension of credit by Lender other than by means of an Advance under the Revolving Credit Facility;

"NVOCC" means, with respect to any In-Transit Inventory, a non-vessel operating common carrier engaged as a freight forwarder or otherwise to assist in the importation of In-Transit Inventory.

"Obligations" means (a) all loans (including the Advances), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to this Agreement), obligations (including indemnification obligations), fees, Lender Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party pursuant to or evidenced by this Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, liquidated or unliquidated, determined or undetermined, voluntary or involuntary, due, not due or to become due, sole, joint, several or joint and several, incurred in the past or now existing or hereafter arising, however arising, and including all interest not paid when due, and all other expenses or other amounts that any Borrower or any other Loan Party is required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, and (b) all Bank Product Obligations. Any reference in this Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Overadvance Amount" has the meaning specified therefor in Section 2.4(e).

"Parent" has the meaning specified in the preamble to this Agreement.

"Patents" means patents and patent applications, including (a) the patents and patent applications listed on Schedule 5.26(b) to the Information Certificate, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of each Loan Party's rights corresponding thereto throughout the world.

"Patent and Trademark Security Agreement" means each Patent and Trademark Security Agreement executed and delivered by the applicable Loan Party in favor of Lender, in form and substance reasonably acceptable to Lender.

"Patriot Act" has the meaning specified therefor in Section 5.18 of Exhibit D to this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Act" means the Pension Protection Act of 2006.

"Pension Funding Rules" means the rules of the IRC and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the IRC and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Section 412, 430, 431, 432 and 436 of the IRC and Sections 302, 303, 304 and 305 of ERISA.

"Pension Plan" means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by any Loan Party and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the IRC.

"Permitted CFC Investments" means loans, advances and capital contributions made on or after the Closing Date by a Loan Party to any Subsidiary that is a CFC so long as, upon giving effect to the making of each such loan, advance or capital contribution, (a) no Default or Event of Default exists, and (b) the aggregate outstanding amount of all such loans, advances and capital contributions does not exceed $300,000 at any one time (unless consented to in writing by Lender in its sole discretion).

"Permitted Discretion" means a determination made in the exercise of reasonable (from the perspective of a secured lender) business judgment.

"Permitted Dispositions" means:

(a) sales, abandonment, license, or other dispositions of (i) Equipment that is substantially worn, damaged, or obsolete (or is excess Equipment no longer used in the operations of any Loan Party) in the ordinary course of

business, (ii) Inventory that is not included in the Borrowing Base and that is obsolete, unmerchantable, or otherwise unsalable; or (iii) Intellectual Property or leasehold properties that are immaterial to the conduct of Borrowers' business (other than any Real Property Collateral);

(b) sales of Inventory to buyers in the ordinary course of business;

(c) the granting of Permitted Liens;

(d) the making of a Restricted Junior Payment that is expressly permitted to be made pursuant to this Agreement;

(e) the making of a Permitted Investment;

(f) the use or transfer of money or Cash Equivalents in the ordinary course of business in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

(g) the sale or discount, in each case without recourse, of Accounts arising in the ordinary course of business, but only in connection with the compromise or collection thereof;

(h) any involuntary loss, damage or destruction of property;

(i) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(j) the sale or issuance of Stock to the extent permitted by Section 7.14 of this Agreement;

(k) the termination or lapse of a lease of real or personal property (other than any Real Property Collateral) that is not necessary to the conduct of Borrowers' business and so long as such termination or lapse does not result in a Material Adverse Change;

(l) the non-exclusive license of Intellectual Property to franchisees in the ordinary course of business; and

(m) dispositions of assets (other than Accounts, Intellectual Property, licenses, Stock of Subsidiaries of Parent, or Material Contracts) not otherwise permitted in clauses (a) through (o) above so long as made at fair market value and the aggregate fair market value of all assets disposed of in all such dispositions (including the proposed disposition) would not exceed $300,000 in any fiscal year.

All proceeds of Permitted Dispositions shall be delivered to Lender and applied in accordance with the terms and conditions of Section 2.4.

"Permitted Holder" means the Equity Sponsors.

"Permitted Indebtedness" means:

(a) Indebtedness evidenced by this Agreement or the other Loan Documents;

(b) Indebtedness set forth on Schedule 5.19 to the Information Certificate and any Refinancing Indebtedness in respect of such Indebtedness; provided that the Second Lien Debt and any obligations owed to the Permitted Holders under the Management Debt or otherwise may only be refinanced in accordance with the Second Lien Intercreditor Agreement and the Management Debt may not be refinanced;

(c) Permitted Purchase Money Indebtedness and any Refinancing Indebtedness in respect of such Indebtedness;

(d) endorsement of instruments or other payment items for deposit;

(e) the incurrence by any Loan Party or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with such Loan Party's and its Subsidiaries' operations and not for speculative purposes;

(f) Indebtedness incurred in respect of Bank Products other than pursuant to Hedge Agreements;

(g) Indebtedness constituting Permitted Investments;

(h) Indebtedness owed to (including obligations in respect of letters of credit for the benefit of) any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to any Borrower, pursuant to reimbursement or indemnification obligations to such Person;

(i) Indebtedness of the Borrowers in respect of self-insurance obligations, completion guaranties, export or import indemnities or similar instruments in each case provided in the ordinary course of business, including health, safety and environmental obligations in the ordinary course of business;

(j) Indebtedness representing deferred compensation to employees of any Borrower and its Subsidiaries incurred in the ordinary course of business;

(k) Indebtedness consisting of the financing of insurance premiums;

(l) Indebtedness consisting of (i) unsecured guarantees incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations, (ii) unsecured guarantees arising with respect to customary indemnification obligations to purchasers in connection with Permitted Dispositions, (iii) unsecured guarantees with respect to Indebtedness of any Loan Party or one of its Subsidiaries, to the extent that the Person that is obligated under such guaranty could have incurred such underlying Indebtedness, and (iv) and unsecured guarantees arising with respect to indemnity obligations in favor of officers and directors of the Loan Parties and their Subsidiaries;

(m) Indebtedness consisting of the financing of the Specified Claims in an aggregate principal amount not to exceed $1,500,000; provided that such Indebtedness is on terms (including maturity, interest, fees, repayment, collateral, and subordination) reasonably satisfactory to Lender;

(n) Subordinated Indebtedness incurred pursuant to Section 8 hereof in an amount not to exceed the maximum cure amounts specified therein;

(o) the Second Lien Debt; provided that (i) in no event shall the principal amount of such Indebtedness exceed the amount of principal outstanding as of the Closing Date and (ii) such Indebtedness is subject to the terms of the Second Lien Intercreditor Agreement; and

(p) other unsecured Indebtedness, in addition to the other Indebtedness described above, in an aggregate outstanding amount not at any time to exceed $300,000

"Permitted Intercompany Advances" means loans made by (a) a Loan Party to another Loan Party other than Parent, (b) a Subsidiary of a Loan Party which is not a Loan Party to another Subsidiary of a Loan Party which is not a Loan Party, (c) a Subsidiary of a Loan Party which is not a Loan Party to a Loan Party, so long as the parties thereto are party to the Intercompany Subordination Agreement and (d) Permitted CFC Investments.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of Goods or services in the ordinary course of business;

(d) Investments owned by any Loan Party or any of its Subsidiaries on the Closing Date and set forth on Schedule P-1;

(e) Permitted Intercompany Advances;

(f) Investments resulting from entering into (i) Bank Product Agreements, or (ii) agreements relative to Indebtedness that is permitted under clause (g) of the definition of Permitted Indebtedness;

(g) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(h) deposits of cash made in the ordinary course of business to secure performance of operating leases;

(i) guarantees permitted under the definition of Permitted Indebtedness;

(j) Investments described in Section 7.12(g) in an amount not to exceed the amounts specified therein; and

(k) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments in an aggregate amount not to exceed $300,000 outstanding at any one time.

"Permitted Liens" means

(a) Liens granted to, or for the benefit of, Lender to secure the Obligations;

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent, or (ii) do not have priority over Lender's Liens and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests;

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 9.3;

(d) Liens set forth on Schedule P-2; provided, however, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 shall only secure the Indebtedness that it secures on the Closing Date and any Refinancing Indebtedness in respect thereof;

(e) the interests of lessors under operating leases and non-exclusive licensors under license agreements;

(f) purchase money Liens or the interests of lessors under Capital Leases to the extent that such Liens or interests secure Permitted Purchase Money Indebtedness and so long as (i) such Lien attaches only to the asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures the Indebtedness that was incurred to acquire the asset purchased or acquired or any Refinancing Indebtedness in respect thereof;

(g) Liens that are replacements of Permitted Liens to the extent that the original Indebtedness is the subject of permitted Refinancing Indebtedness and so long as the replacement Liens only encumber those assets that secured the original Indebtedness;

(h) Liens arising by operation of law in favor of warehousemen, landlords, carriers, mechanics, materialmen, laborers, or suppliers, or a carrier's contractual lien for unpaid charges, in each case, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent, or (ii) are the subject of Permitted Protests;

(i) Liens on amounts deposited to secure Loan Parties' and their Subsidiaries' obligations in connection with worker's compensation or other unemployment insurance;

(j) Liens on amounts deposited to secure Loan Parties' and their Subsidiaries' obligations in connection with the making or entering into of bids, tenders, leases, contracts and similar obligations in the ordinary course of business and not in connection with the borrowing of money;

(k) Liens on amounts deposited to secure Loan Parties' and their Subsidiaries' reimbursement obligations with respect to surety or appeal bonds obtained in the ordinary course of business;

(l) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof;

(m) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(n) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(o) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(p) Liens granted on the Specified Claim securing the financing thereof described in clause (m) of the definition of "Permitted Indebtedness" so long as such Lien attaches only to the Specified Claim and the proceeds thereof and not to any other property of any Loan Party or Subsidiary thereof;

(q) non-exclusive licenses of Patents, Trademarks, Copyrights, and other Intellectual Property rights in the ordinary course of business;

(r) Liens securing the Second Lien Debt; provided that such Liens are subject to the Second Lien Intercreditor Agreement; and

(s) other Liens which do not secure Indebtedness for borrowed money or letters of credit and as to which the aggregate amount of the obligations secured thereby does not exceed $100,000 at any one time.

"Permitted Preferred Stock" means and refers to any Preferred Stock issued by a Loan Party (and not by one or more of its Subsidiaries) that is not Prohibited Preferred Stock.

"Permitted Protest" means the right of any Borrower or any other Loan Party or any of their respective Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of such Borrower, such other Loan Party or such Subsidiary in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by such Borrower, Loan Party or Subsidiary, as applicable, in good faith, and (c) Lender is satisfied, in its Permitted Discretion, that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Lender's Liens.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Purchase Money Indebtedness incurred after the Closing Date in an aggregate principal amount outstanding at any one time not in excess of $1,000,000.

"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of any Loan Party or any ERISA Affiliate or any such Plan to which any Loan Party or any ERISA Affiliate is required to contribute on behalf of any of its employees.

"Pledged Companies" means each Person listed on Schedule P-3 to this Agreement, together with each other Person, all or a portion of whose Stock is acquired or otherwise owned by a Loan Party after the Closing Date.

"Pledged Interests" means all of each Loan Parties' right, title and interest in and to all of the Stock now owned or hereafter acquired by such Borrower, regardless of class or designation, including in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Stock, the right to receive any certificates representing any of the Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing, but shall include only 65% of the total outstanding voting Stock of any first tier Subsidiary of a Borrower that is a CFC (and none of the Stock of any Subsidiary of such CFC).

"Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit F to this Agreement.

"Pledged Notes" has the meaning specified therefor in Section 5.26 of Exhibit D to this Agreement.

"Pledged Operating Agreements" means all of each Loan Parties' rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

"Pledged Partnership Agreements" means all of each Loan Parties' rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

"Preferred Stock" means, as applied to the Stock of any Person, the Stock of any class or classes (however designated) that is preferred with respect to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Stock of any other class of such Person.

"Prime Rate" means at any time the rate of interest most recently announced by Lender at its principal office as its Prime Rate, with the understanding that the Prime Rate is one of Lender's base rates, and serves as the basis upon which effective rates of interest are calculated for those loans making reference to it, and is evidenced by its recording in such internal publication or publications as Lender may designate. Each change in the rate of interest shall become effective on the date each Prime Rate change is announced by Lender.

"Proceeds" has the meaning specified therefor in the definition of "Collateral" set forth in Schedule 1.1.

"Prohibited Preferred Stock" means any Preferred Stock that by its terms is mandatorily redeemable or subject to any other payment obligation (including any obligation to pay dividends, other than dividends of shares of Preferred Stock of the same class and series payable in kind or dividends of shares of common stock) on or before a date that is less than 1 year after the Maturity Date, or, on or before the date that is less than 1 year after the Maturity Date, is redeemable at the option of the holder thereof for cash or assets or securities (other than distributions in kind of shares of Preferred Stock of the same class and series or of shares of common stock).

"Projections" means each Loan Party's forecasted (a) balance sheets, (b) profit and loss statements, (c) Availability projections, and (d) cash flow statements, all prepared on a basis consistent with such Loan Party's historical financial statements, together with appropriate supporting details and a statement of underlying assumptions.

"Protective Advance" has the meaning specified therefor in Section 2.3(d).

"PTO" means the United States Patent and Trademark Office.

"Purchase Money Indebtedness" means Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), incurred at the time of, or within 20 days after, the acquisition of any fixed assets for the purpose of financing all or any part of the acquisition cost thereof.

"Qualified Cash" means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of each Parent and its Subsidiaries that is in Deposit Accounts or in Securities Accounts, or any combination thereof, and which such Deposit Account or Securities Account is the subject of a Control Agreement and is maintained by a branch office of the bank or securities intermediary located within the United States.

"Real Property" means any estates or interests in real property now owned or hereafter acquired by a Loan Party and the improvements thereto.

"Real Property Collateral" means the Real Property owned by a Loan Party identified on Schedule R-1 and any fee interest in Real Property hereafter acquired by any Loan Party with a fair market value in excess of $250,000.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Refinancing Indebtedness" means refinancings, renewals, or extensions of Indebtedness (including loans entered into to purchase Equipment at the expiration of any Capital Lease) so long as:

(a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount of premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto,

(b) such refinancings, renewals, or extensions do not result in a shortening of the average weighted maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, nor are they on terms or conditions that, taken as a whole, are or could reasonably be expected to be materially adverse to the interests of Lender,

(c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to Lender as those that were applicable to the refinanced, renewed, or extended Indebtedness, and

(d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Reserves" means, as of any date of determination, the sum of (a) an amount or percent of a specified item or category of items that Lender establishes from time to time in its Permitted Discretion to reduce Availability under the Borrowing Base or the Maximum Revolver Amount to reflect (i) such matters, events, conditions, contingencies or risks which affect or which may reasonably be expected to affect the assets, business or prospects of a Borrower, any other Loan Party or the Collateral or its value or the enforceability, perfection or priority of Lender's Liens in the Collateral, or (ii) Lender's judgment that any collateral report or financial information relating to a Borrower or any other Loan Party delivered to Lender is incomplete, inaccurate or misleading in any material respect, *plus* (b) (without duplication) the Dilution Reserve and the Bank Product Reserve Amount, *plus* (c) (without duplication), Lender's reasonable estimate of 50% of the amount of the Loan Parties' projected warranty expense for the next twelve months as of any date of determination, *plus* (d) (without duplication) the reasonable estimate of the Loan Parties' freight and duty expenses attributable to Eligible In-Transit Inventory, *plus* (e) (without duplication) an amount approximately equal to the average daily cash collections in the Loan Parties' Homecare Stores, *plus* (f) any amounts that Borrowers may be obligated to pay to any financing source that finances the Specified Claim (other than the proceeds of the Specified Claim), *plus* (g) with respect to any Eligible Accounts for which Costco is the Account Debtor described in clause (e) of the definition of "Eligible Accounts," an amount equal to the difference between Availability attributable to Inventory sold to Costco and the Availability attributable to Accounts Receivables for which Costco is the Account Debtor for five days of average daily sales to Costco. As long as no Default or Event of Default has occurred and is continuing, Lender agrees to use commercially reasonable efforts to provide Administrative Borrower with at least five (5) Business Days' notice of the implementation of any Reserve under clause (a) hereunder in excess of $250,000, but the failure to give such notice shall not impair Lender's ability to implement such Reserve or result in any liability hereunder.

"Restricted Junior Payment" means (a) any declaration or payment of any dividend or the making of any other payment or distribution on account of Stock issued by any Loan Party (including any payment in connection with any merger or consolidation involving any Loan Party) or to the direct or indirect holders of Stock issued by any Loan Party in their capacity as such (other than dividends or distributions payable in Stock (other than Prohibited Preferred Stock) issued by any

Loan Party, or (b) any purchase, redemption, or other acquisition or retirement for value (including in connection with any merger or consolidation involving any Loan Party) of any Stock issued by any Loan Party.

"Revolver Usage" means, as of any date of determination, the sum of (a) the amount of outstanding Advances, *plus* (b) the amount of the Letter of Credit Usage.

"Revolving Credit Facility" means the revolving line of credit facility described in Section 2.1 pursuant to which Lender provides Advances to Borrowers and issues Letters of Credit for the account of Borrowers.

"Sanctioned Entity" means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, (d) a Person resident in or determined to be resident in a country, in each case, that is subject to a country sanctions program administered and enforced by OFAC.

"Sanctioned Person" means a person named on the list of Specially Designated Nationals maintained by OFAC.

"S&P" has the meaning specified therefor in the definition of Cash Equivalents.

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Second Lien Agent" means Broadpoint Products Corp.

"Second Lien Debt" means the Indebtedness under that certain Second Lien Credit Agreement, dated as of March 19, 2010, among the Loan Parties, the lenders party thereto, the equity conversion investors party thereto and the Second Lien Agent, as amended prior to the date hereof and in accordance with the Second Lien Intercreditor Agreement.

"Second Lien Intercreditor Agreement" means the Intercreditor Agreement, dated as of March 19, 2010, by and between the holders of the Second Lien Debt, the Second Lien Agent and Lender, and acknowledged by the Loan Parties.

"Securities Account" means a securities account (as that term is defined in the Code).

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Security Interest" has the meaning specified therefor in Section 3.1.

"Solvent" means, with respect to any Person on a particular date, that, (a) at fair valuations, the sum of such Person's assets (and including as assets for this purpose all rights of subrogation, contribution or indemnification arising pursuant to any guarantees given by such Person) is greater than all of such Person's debts and including subordinated and contingent liabilities computed at the amount which, such Person has a reasonable basis to believe, represents an amount which can reasonably be expected to become an actual or matured liability (and including as to contingent liabilities arising pursuant to any guarantee the face amount of such liability as reduced to reflect the probability of it becoming a matured liability); and (b) such Person is able to pay its debts as they mature and has (and has a reasonable basis to believe it will continue to have) sufficient capital (and not unreasonably small capital) to carry on its business consistent with its practices as of the date hereof.

"Specified Claim" means the Loan Parties' claims and causes of action against their respective insurance providers for failure to provide coverage with respect to the disputes arising in the pending litigation styled In re: Oreck Corporation Halo Vacuum and Air Purifiers Marketing and Sales Practices Litigation.

"Stock" means all shares, options, warrants, interests, participations, membership interests or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

"Subordinated Indebtedness" means Indebtedness incurred by a Borrower that is expressly subordinate and junior in right of payment to the Obligations pursuant to a subordination agreement in form and substance reasonably satisfactory to Lender, and is on terms (including maturity, interest, fees, repayment, collateral, and subordination) reasonably satisfactory to Lender.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the shares of Stock having ordinary voting power to elect a majority of the board of directors (or appoint other comparable managers) of such corporation, partnership, limited liability company, or other entity.

"Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Related Property.

"Taxes" means any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments and all interest, penalties or similar liabilities with respect thereto; provided, however, that Taxes shall exclude any tax imposed on the net income or net profits of Lender (including any branch profits taxes), in each case imposed by the jurisdiction (or by any political subdivision or taxing authority thereof in which Lender is organized or the jurisdiction (or by any political subdivision or taxing authority thereof) in which Lender's principal office is located in each case as a result of a present or former connection between Lender and the jurisdiction or taxing authority imposing the tax (other than any such connection arising solely from Lender having executed, delivered or performed its obligations or received payment under, or enforced its rights or remedies under this Agreement or any other Loan Document).

"Termination Date" has the meaning specified therefor in Section 2.9.

"Third Party Accounts" means an Account (other than a Consumer Account) owed by a credit card issuer or credit card processor to a Borrower resulting from charges by a retail customer of a Borrower on credit or debit cards issued by such credit card issuer or credit card processor in connection with the sale of goods by a Borrower.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5.26(b) to the Information Certificate, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of each Loan Party's business symbolized by the foregoing or connected therewith, and (f) all of each Loan Party's rights corresponding thereto throughout the world.

"Uniform Customs" means the Uniform Customs and Practice for Documentary Credits (2007 Revision), effective July, 2007 International Chamber of Commerce Publication No. 600.

"United States" means the United States of America.

"Unused Amount" has the meaning specified therefor in Schedule 2.12 of this Agreement.

"URL" means "uniform resource locator," an internet web address.

"Value" means, as determined by Lender in its Permitted Discretion, with respect to Inventory, the lower of (a) cost computed on a first-in first-out basis in accordance with GAAP or (b) market value, provided that for purposes of the calculation of the Borrowing Base, (i) the Value of the Inventory shall not include: (A) the portion of the value of Inventory equal to the profit earned by any Affiliate on the sale thereof to any Borrower or (B) write-ups or write-downs in value with respect to currency exchange rates and (ii) notwithstanding anything to the contrary contained herein, the cost of the Inventory shall be computed in the same manner and consistent with the most recent appraisal of the Inventory received and accepted by Lender, if any.

"Voidable Transfer" has the meaning specified therefor in Section 17.7.

b. **Accounting Terms**. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided, however, that if any Borrower notifies Lender that such Borrower requests an amendment to any provision hereof to eliminate the effect of any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions) (an "Accounting Change") occurring after the Closing Date, or in the application thereof (or if Lender notifies any Borrower that Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 26 of 40

thereof, then Lender and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of Lender and each Borrower after such Accounting Change conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. Whenever used herein, the term "financial statements" shall include the footnotes and schedules thereto. Whenever the term "Oreck" is used in respect of a financial covenant or a related definition, it shall be understood to mean Oreck and its Subsidiaries on a consolidated basis, unless the context clearly requires otherwise.

c. **Code**. Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein. The meaning of any term defined herein by reference to the Code will not be limited by reason of any limitation set forth on the scope of the Code, whether under Section 9-109 of the Code, by reason of federal preemption or otherwise.

d. **Construction**. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Obligations (including the payment of any Lender Expenses that have accrued irrespective of whether demand has been made therefor and the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements) other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record. The conditioning of any term herein to the "occurrence and continuance of a Default or Event of Default" hereunder, or words of similar import, shall not mean that there is (a) any express or implied right to cure or (b) the ability to cure any Default or Event of Default, it being acknowledged that certain Defaults and Events of Default are incapable of being cured. Further, no such cure, if it occurs, shall be effective unless and until it has been confirmed in writing by Lender. References herein to any statute or any provision thereof include such statute or provision (and all rules, regulations and interpretations thereunder) as amended, revised, re-enacted, and /or consolidated from time to time and any successor statute thereto.

e. **Schedules and Exhibits**. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

Schedule 2.12

TO CREDIT AND SECURITY AGREEMENT

Borrowers shall pay to Lender each of the following fees:

On the Closing Date:

Origination Fee. A one-time origination fee of $150,000 which shall be fully earned and payable upon the execution of this Agreement and shall not be subject to refund or rebate under any circumstances.

Monthly:

(a) Unused Fee. An unused line fee of one half of one percent (0.5%) per annum of the daily average of the Maximum Revolver Amount reduced by outstanding Advances and Letter of Credit Usage (the "Unused Amount"), from the date of this Agreement to and including the Termination Date, which unused line fee shall be payable monthly in arrears on the first day of each month and on the Termination Date.

(b) Collateral Monitoring Fee. A fee at the rate of $1,000.00 per month, due and payable (pro-rated for the number of days remaining in the month in which the Closing Date occurs) monthly in arrears on the first day of the month and on the Termination Date.

(c) Cash Management and Other Service Fees. Service fees to Lender for Cash Management Services provided pursuant to the Cash Management Documents, Bank Product Agreements or any other agreement entered into by the parties, including Lender's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of Borrowers (whether by wire transfer or otherwise) in the amount prescribed in Lender's current service fee schedule.

(d) Letter of Credit Fees. A Letter of Credit fee (in addition to the charges, commissions, fees, and costs set forth in Section 2.13) which shall accrue at a per annum rate equal to three percent (3%) per annum times the Daily Balance of the undrawn amount of all outstanding Letters of Credit, payable in arrears on the first day of each month and on the Termination Date and continuing for any undrawn Letter of Credit until such undrawn Letter of Credit has expired or been returned for cancellation. All fees upon the occurrence of any other activity with respect to any Letter of Credit (including, without limitation, the issuance, transfer, amendment, extension or cancellation of any Letter of Credit and honoring of draws under any Letter of Credit) determined in accordance with Lender's standard fees and charges then in effect for such activity.

Upon demand by Lender or as otherwise specified in this Agreement:

(a) Collateral Exam Fees, Costs and Expenses. Lender's fees, costs and expenses in connection with any collateral exams, audits or inspections conducted by or on behalf of Lender at the current rates established from time to time by Lender as its fee for collateral exams, audits or inspections (which fees are currently $125.00 per hour per collateral examiner), together with all actual reasonable out-of-pocket costs and expenses incurred in conducting any collateral exam, audit, or inspection; provided, however, so long as no Default or Event of Default shall have occurred and be continuing, Borrowers shall be obligated to reimburse Lender for fees, costs and expenses related to not more than three (3) such collateral exams, audits and inspections in any twelve month period. In addition, Borrowers shall be obligated to reimburse Lender for all fees, costs and expenses related to any collateral exams, audits or inspections obtained prior to the Closing Date.

(b) Appraisal Fees, Costs and Expenses. Lender's reasonable out-of-pocket fees, costs and expenses (including any fees, costs and expenses incurred by any appraiser) in connection with any appraisal of all or any part of the Collateral conducted at the request of Lender; provided, however, so long as no Default or Event of Default shall have occurred and be continuing, Loan Parties shall be obligated to reimburse Lender for fees, costs and expenses related to not more than (i) two (2) appraisals of Loan Parties' Inventory during any twelve month period, and (ii) one (1) appraisal of Borrowers' Real Property Collateral during any twelve month period (in addition, Borrowers shall be obligated to reimburse Lender for all reasonable, out-of-pocket fees, costs and expenses related to appraisals obtained prior to the Closing Date).

(c) Termination, Reduction and Prepayment Fees. If (i) Lender terminates the Revolving Credit Facility after the occurrence of an Event of Default, or (ii) Borrowers terminate the Revolving Credit Facility on a date prior to the Maturity Date, or (iii) Borrowers reduce the Maximum Revolver Amount or if Borrowers and Lender agree to reduce the Maximum Revolver Amount, then Borrowers shall pay Lender as liquidated damages (and not as a penalty) a termination, reduction, or prepayment fee in an amount equal to a percentage of the Maximum Credit in the case of a termination of the Revolving

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt 2 of 5 Page 28 of 40

Credit Facility or a percentage of the amount of reduction of the Maximum Revolver Amount in the case of a reduction in the Maximum Revolver Amount, as the case may be, calculated as follows: (A) one percent (1.0%) if the termination, reduction, or prepayment occurs on or before the first anniversary of the first Advance; (B) one half of one percent (0.5%) if the termination, reduction, or prepayment occurs after the first anniversary of the first Advance, but on or before the second anniversary of the first Advance; and (C) zero percent (0.0%) if the termination, reduction or prepayment occurs after the second anniversary of the first Advance.

Schedule 4.3

TO CREDIT AND SECURITY AGREEMENT

1. Within two (2) Business Days after the Closing Date, the Lender shall have received an original promissory note evidencing the Obligations.

2. As soon as practicable but in no event more than thirty (30) days after the Closing Date, Lender shall have received original stock certificates with respect to all Pledged Interests (together with stock powers with respect thereto) and original Pledged Notes (together with note powers with respect thereto) required to be pledged pursuant to this Agreement.

3. Within thirty (30) days after the Closing Date, Borrowers shall have delivered loss payable endorsements with respect to the Loan Parties' insurance policies, as required by Section 6.6 of this Agreement.

4. Within forty-five (45) days after the Closing Date, Borrowers shall use commercially reasonable efforts to cause the Second Lien Agent to enter into an amended and restated Second Lien Intercreditor Agreement, in form and substance reasonably satisfactory to Lender, and execute all other documents and instruments, and take any other action reasonably requested by the Lender in accordance with Section 5.5 of the Second Lien Intercreditor Agreement.

5. Within ninety (90) days after the Closing Date, Borrowers shall provide evidence in form and substance reasonably satisfactory to Lender, that all liens, assignments and encumbrances (other than those evidencing Permitted Liens) on any Loan Party's or Subsidiary's Intellectual Property (other than Intellectual Property having an aggregate value not to exceed $200,000) recorded with the United States Patent and Trademark Office or United States Copyright Office have been terminated.

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 30 of 40

Schedule 6.1

TO CREDIT AND SECURITY AGREEMENT

Deliver to Lender, each of the financial statements, reports, or other items set forth below at the following times in form reasonably satisfactory to Lender:

Within 25 days after the end of each month	(a) an unaudited consolidated balance sheet, income statement, statement of cash flow, and statement of shareholder's equity with respect to Oreck and its Subsidiaries during such period and compared to the prior period and plan, prepared in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes, together with a corresponding discussion and analysis of results from management; and (b) a Compliance Certificate along with the underlying calculations, including the calculations to establish compliance with the financial covenants set forth in Section 8 and certain other covenants under this Agreement.
Within 120 days after the end of each fiscal year	(a) consolidated financial statements of Oreck and its Subsidiaries for such fiscal year, audited by independent certified public accountants reasonably acceptable to Lender (which shall include Lattimore, Black, Morgan & Cain, PC), prepared in accordance with GAAP, and certified, without any qualifications (including any (A) "going concern" or like qualification or exception, (B) qualification or exception as to the scope of such audit, or (C) qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item), by such accountants to have been prepared in accordance with GAAP (such audited financial statements to include a balance sheet, income statement, statement of cash flow, and statement of shareholder's equity and, if prepared, such accountants' letter to management); and (b) a Compliance Certificate along with the underlying calculations, including the calculations to establish compliance with the financial covenants set forth in Section 8 and certain other covenants under this Agreement.
Within one day before the start of each of Borrowers' fiscal years	copies of Loan Parties' Projections, in form and detail comparable to the projections delivered to Lender prior to the Closing Date reasonably satisfactory to Lender, in its Permitted Discretion, for the forthcoming fiscal year, on a monthly basis, certified by the chief financial officer of Oreck (in his capacity as such and not in his individual capacity) as being such officer's good faith estimate of the financial performance of Oreck and its Subsidiaries during the period covered thereby.

Schedule 6.2

TO CREDIT AND SECURITY AGREEMENT

Provide Lender with each of the documents and information set forth below at the following times in form and substance satisfactory to Lender:

Weekly on the third Business Day of each week as of the end of the prior week	(a) a Borrowing Base Certificate; (b) an Account roll-forward, including reporting of sales, credit memos, collections and adjustments with supporting details supplied from sales journals, collection journals, credit registers and any other records; and (c) notice of all claims, offsets, or disputes asserted by Account Debtors with respect to each Borrower's and its Subsidiaries' Accounts to the extent that the aggregate amount of all such claims, offsets, or disputes exceed $250,000 in the aggregate; provided that (x) the Loan Parties shall not be required to provide notice pursuant to this Schedule 6.2 if notice of such claim, offset or dispute has been previously delivered to Lender, and (y) the Loan Parties shall not be required to provide notice of any individual claim, offset or dispute that is less than $20,000 individually.
Monthly (no later than the 15th day of each month) or more frequently if Lender requests	(a) a monthly Account roll-forward, in a format reasonably acceptable to Lender in its Permitted Discretion; (b) a detailed aging of each Borrowers' Accounts, together with a reconciliation to the monthly Account roll-forward and supporting documentation for any reconciling items noted (delivered electronically in an acceptable format, if Borrowers have implemented electronic reporting); (c) a detailed calculation of Borrowers' Accounts that are not eligible for the Borrowing Base, including a calculation for Borrowers' accrued customer allowances and accrued returns by customer for such month; (d) Inventory system/perpetual reports specifying the cost of Borrowers' Inventory, by location and by category (delivered electronically in an acceptable format, if Borrowers have implemented electronic reporting); (e) a detailed calculation of Borrowers' Inventory categories that are not eligible for the Borrowing Base; (f) a summary aging, by vendor, of Borrowers' accounts payable (delivered electronically in an acceptable format, if Borrowers have implemented electronic reporting); and (g) a detailed report of each Loan Party's held checks.
Monthly (no later than the 30th day of each month) or more frequently if Lender reasonably requests	(a) a reconciliation of Accounts aging, trade accounts payable aging, and Inventory perpetual of each Borrower to the general ledger and the monthly financial statements, including any book reserves related to each category.
Annually, or more frequently, if reasonably requested by Lender	a detailed list of each Borrower's and its Subsidiaries' customers, with address and contact information.

Upon request by Lender	(a) copies of purchase orders and invoices for Inventory and Equipment acquired by each Borrower, (b) annual tax returns of each Loan Party, (c) copies of invoices together with corresponding shipping and delivery documents and credit memos together with corresponding supporting documentation with respect to invoices and credit memos in excess of an amount determined in the sole discretion of Lender from time to time; and (d) such other reports and information as to the Collateral and as to each Loan Party and its Subsidiaries, as Lender may reasonably request.

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 33 of 40

Schedule 7.12

TO CREDIT AND SECURITY AGREEMENT

Affiliate Transactions

1. The Management Agreement.

2. The Management Debt.

Schedule A-1

TO CREDIT AND SECURITY AGREEMENT

Collection Account

4122334428	Oreck Corporation
4122334436	Oreck HomeCare, LLC

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 35 of 40

Schedule A-2

TO CREDIT AND SECURITY AGREEMENT

Authorized Person

Douglas J. Cahill
Jeffrey T. Gray
Paul Lopez
Mike Hinote
Richard Bayhi
John Arena

Case 3:13-bk-04009 Claim 33-1 Part 3 Filed 09/13/13 Desc Exhibit A - Credit Agmt
2 of 5 Page 36 of 40

Schedule C-1

TO CREDIT AND SECURITY AGREEMENT

Credit Card Issuers and Credit Card Processors

Bank of America Merchant Services

Chase Paymentech

Schedule D-1

TO CREDIT AND SECURITY AGREEMENT

Designated Account

4122334303	Oreck Corporation

Schedule P-1

TO CREDIT AND SECURITY AGREEMENT

Permitted Investments

1. See Schedule P-3
2. Note in the amount of $31,878.26 issued by Shore Oreck.
3. Note in the amount of $100,750.46 issued by Neal Rosen (Texas).
4. Note in the amount of $29,075.96 issued by Commack (Tim Honeycutt).
5. Wraparound Note in the amount of $29,139,932.00 issued by The Industrial Development Board of the City of Cookeville, Tennessee.

Schedule P-2

TO CREDIT AND SECURITY AGREEMENT

Permitted Liens

Substantially all assets of the Loan Parties are pledged as security for the Second Lien Debt.

Certain real and personal property of Vecteur, LLC and Oreck Manufacturing Company are subject of a sale and leaseback arrangement with the Industrial Development Board of the City of Cookeville, Tennessee.

The assets of the Loan Parties are also subject to Liens as shown on Schedule 7.2 to the Agreement and as shown on the following chart:

Subject Grantor	Jurisdiction	Type (tax, judgment, UCC)	Existing Liens
ASP Oreck Inc.	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets
ASP Oreck Inc.	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
ASP Oreck Inc.	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Corporation	Delaware	UCC lien search, federal tax lien search	1) Dell Financial Services, L.P. - lien on all leased computer equipment 2) First American Commercial Bancorp, Inc. - liens on all leased equipment (partially assigned to MB Financial Bank, N.A.) [3 filings] 3) IBM Credit LLC - lien on leased computer equipment and software [6 filings] 4) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 5) Broadpoint Products Corp.- secondary lien on all assets

Oreck Corporation	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	1) Alex Wegerbauer - Lien on tort damages and settlement costs related to Case No. 07N0281
Oreck Corporation	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Direct, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Direct, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Direct, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Holdings, LLC	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets 2) Certain agreements regarding the intellectual property of Oreck Holdings, LLC, continue of record in favor of other prior lenders, but the debt underlying such liens has been satisfied in full.
Oreck Holdings, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Holdings, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Sales, LLC	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets

Oreck Sales, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Sales, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Merchandising, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Merchandising, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Merchandising, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Vecteur, LLC	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets
Vecteur, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Vecteur, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None

Oreck Homecare, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Homecare, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Homecare, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Manufacturing Company	Delaware	UCC lien search, federal tax lien search	1) Marquette Equipment Finance, LLC ("Marquette") - lien on all equipment, software and personal property leased by Marquette 2) NMHG Financial Services, Inc. ("NMHG") - lien on all equipment leased by NMHG 3) First American Commercial Bancorp, Inc. ("First American") - lien on all equipment leased by First American 4) Broadpoint Products Corp.- secondary lien on all assets
Oreck Manufacturing Company	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Manufacturing Company	U.S. District Court, Tennessee Middle District	Federal litigation search	None

Oreck Franchise Services, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Franchise Services, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Franchise Services, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Marketing Ltd. (UK)	Delaware	UCC lien search, federal tax lien search	None
Oreck Marketing Ltd. (UK)	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Marketing Ltd. (UK)	U.S. District Court, Tennessee Middle District	Federal litigation search	None

Schedule P-3

TO CREDIT AND SECURITY AGREEMENT

Pledged Interests

Grantor	Issuer	Aggregate Outstanding Equity Interests	Number (or percentage) of Pledged Equity Interests	Certificate No. (if any)
ASP Oreck Inc.	Oreck Corporation	57.77629	57.77629	45
Oreck Corporation	Oreck Direct, LLC	100%	100%	N/A
Oreck Corporation	Oreck Holdings, LLC	100%	100%	N/A
Oreck Corporation	Oreck Sales, LLC	100%	100%	N/A
Oreck Corporation	Oreck Merchandising, LLC	100%	100%	N/A
Oreck Corporation	Vecteur, LLC	100%	100%	N/A
Oreck Corporation	Oreck HomeCare, LLC	100%	100%	N/A
Oreck Corporation	Oreck Manufacturing Company, LLC	100	100	13
Oreck Corporation	Oreck Franchise Services, LLC	100%	100%	N/A
Oreck Corporation	Oreck (Shenzhen) Management Consulting Co. Ltd.	100%	65%	N/A

Schedule R-1

Real Property Collateral

TO CREDIT AND SECURITY AGREEMENT

The real property at 1400 Salem Road, Cookeville, TN 38506 is legally owned by the Industrial Development Board of the City of Cookeville, Tennessee, but is owned by Oreck Manufacturing Company for accounting purposes.

EXHIBIT A

TO CREDIT AND SECURITY AGREEMENT

FORM OF COMPLIANCE CERTIFICATE

[on Borrower's letterhead]

To: Wells Fargo Bank, National Association
100 Park Avenue, 2nd Floor
New York, New York 10017
Attn: Joe Mullen

Re: Compliance Certificate dated [_____]

Ladies and Gentlemen:

Reference is made to that certain **Credit and Security Agreement** (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of August 29, 2012, by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION**, ("Lender"), ASP Oreck Inc. ("Parent"), Oreck Corporation and each subsidiary of Oreck Corporation party thereto (collectively, the "Borrowers"). Capitalized terms used in this Compliance Certificate have the meanings set forth in the Credit Agreement unless specifically defined herein.

Pursuant to Schedule 6.1 of the Credit Agreement, the undersigned officer of Oreck, in such capacity only, hereby certifies that:

1. Attached is the financial information of Oreck and its Subsidiaries which is required to be furnished to Lender pursuant to Section 6.1 of the Credit Agreement for the period ended _____, _____ (the "Reporting Date"). Such financial information has been prepared in accordance with GAAP [(except for year-end adjustments and the lack of footnotes)][1], and fairly presents in all material respects the financial condition of Oreck and its Subsidiaries.

2. Such officer has reviewed the terms of the Credit Agreement and has made, or caused to be made under his/her supervision, a review in reasonable detail of the transactions and condition of Oreck and its Subsidiaries during the accounting period covered by the financial statements delivered pursuant to Schedule 6.1 of the Credit Agreement.

3. Such review has not disclosed the existence on and as of the date hereof, and the undersigned does not have knowledge of the existence as of the date hereof, of any event or condition that constitutes a Default or Event of Default.

4. The representations and warranties of each Loan Party and its Subsidiaries set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof (except to the extent they relate to a specified date).

5. As of the Reporting Date, the Loan Parties and their respective Subsidiaries are in compliance with the applicable covenants contained in Section 8 of the Credit Agreement as demonstrated on Schedule 1 hereof.

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned this [_____] day of [_____], [_____].

ORECK CORPORATION

By: _____
Name: _____
Title: _____

[1] Exclude bracketed language with annual audits

SCHEDULE 1 TO COMPLIANCE CERTIFICATE

Financial Covenants

I further certify, in my capacity as an officer of Oreck, that (Please check and complete each of the following):

Fixed Charge Coverage Ratio. The Fixed Charge Coverage Ratio of the Oreck and its Subsidiaries, measured on a trailing twelve-month basis, for the monthly period ending on the Reporting Date is [_____]:1.0, which ☐ satisfies ☐ does not satisfy the requirement set forth in Section 8(a) of the Credit Agreement that the Fixed Charge Coverage Ratio be not less than 1.20 to 1.0 as required during the trailing twelve-month period ending on the Reporting Date. Attached to this Schedule 1 are calculations supporting the foregoing calculation with respect to the Fixed Charge Coverage Ratio.

Case 3:13-bk-04009 Claim 33-1 Part 4 Filed 09/13/13 Desc Exhibit A - Credit Agmt
3 of 5 Page 8 of 40

EXHIBIT B

TO CREDIT AND SECURITY AGREEMENT

CONDITIONS PRECEDENT

The obligation of Lender to make its initial extension of credit provided for in this Agreement is subject to the fulfilment, to the satisfaction of Lender, of each of the following conditions precedent:

(a) Lender shall have received each of the following documents, in form and substance reasonably satisfactory to Lender, duly executed, and each such document shall be in full force and effect:

(i) this Agreement and the other Loan Documents,

(ii) the Cash Management Documents,

(iii) the Control Agreements and each Credit Card Notifications,

(iv) a disbursement letter executed and delivered by each Borrower to Lender regarding the extensions of credit to be made on the Closing Date, the form and substance of which is reasonably satisfactory to Lender,

(v) the Guaranty,

(vi) UCC-1 financing statements naming each Loan Party, as debtor, and describing the Collateral as all assets of the debtor or similar description, and evidence that such financing statements have been duly filed in such office or offices as may be necessary or, in the opinion of Lender, desirable to perfect the Lender's Liens in and to the Collateral;

(vii) the Mortgage with respect to the property set forth on Schedule R-1,

(viii) (A) an amendment to the subordination provisions of the note evidencing the Management Debt in favor of Lender and (B) an amendment to the Management Agreement providing that no fees (other than costs and expenses expressly permitted hereunder) shall be payable thereunder prior to the Termination Date and payment in full of the Obligations (other than Hedge Obligations which shall be paid in accordance with the applicable Hedge Agreement),

(ix) the Copyright Security Agreement,

(x) the Patent and Trademark Security Agreement,

(xi) a promissory note evidencing the Obligations,

(xii) a letter, in form and substance reasonably satisfactory to Lender, from the Existing Lender with respect to the amount necessary to repay in full all of the obligations of the Parent and its Subsidiaries owing to the Existing Lender and obtain a release of all of the Liens existing in favor of Existing Lender in and to the assets of Loan Parties and their Subsidiaries, together with termination statements and other documentation evidencing the termination by Existing Lender of its Liens in and to the properties and assets of the Loan Parties and their Subsidiaries; and

(xiii) such agreements with the Customs Brokers and Freight Forwarders used by the Loan Parties as Lender may reasonably request;

(b) Lender shall have received a certificate from the Secretary of each Loan Party (i) attesting to the resolutions of such Loan Party's Board of Directors, Managers, and/or Members, as applicable, authorizing its execution, delivery, and performance of this Agreement and the other Loan Documents to which such Loan Party is a party, (ii) authorizing specific officers of such Loan Party to execute the same, and (iii) attesting to the incumbency and signatures of such specific officers of such Loan Party;

(c) Lender shall have received copies of each Loan Party's Governing Documents, as amended, modified, or supplemented to the Closing Date, certified as true, correct and complete by the Secretary of such Loan Party;

(d) Lender shall have received a certificate of status with respect to each Loan Party, dated within 10 days of the Closing Date, such certificate to be issued by the appropriate officer of the jurisdiction of organization of each Loan Party, which certificate shall indicate that such Loan Party is in good standing in such jurisdiction;

(e) Lender shall have received certificates of status with respect to each Loan Party, each dated within 30 days of the Closing Date, such certificates to be issued by the appropriate officer of the jurisdictions (other than the jurisdiction of organization of such Loan Party) in which its failure to be duly qualified or licensed would constitute a Material Adverse Change, which certificates shall indicate that such Loan Party is in good standing in such jurisdictions;

(f) Lender shall have received copies of the policies of insurance and certificates of insurance, together with the endorsements thereto, as are required by Section 6.6, the form and substance of which shall be reasonably satisfactory to Lender;

(g) Lender shall have received Collateral Access Agreements with respect to the Loan Parties' facility located at Burton Branch Road, Algood, TN 38508;

(h) Lender shall have received an opinion of each Loan Party's counsel in form and substance reasonably satisfactory to Lender;

(i) Borrowers shall have the Excess Availability of at least $4,250,000 after giving effect to (i) the initial extensions of credit hereunder, (ii) the payment of all fees and expenses required to be paid by Borrowers on the Closing Date under this Agreement or the other Loan Documents, and (iii) any payments to the Existing Lender;

(j) the Loan Parties EBITDA for the three month period ending July 31, 2012 shall be at least 90% of the Loan Parties' projections previously submitted to Lender;

(k) Lender shall have completed its business, legal, and collateral due diligence, including a collateral examination and review of each Borrower's and its Subsidiaries Books and verification of each Loan Party's representations and warranties to Lender, the results of which must be reasonably satisfactory to Lender;

(l) Lender shall have completed (i) Patriot Act searches, OFAC/PEP searches and customary individual background checks for each Loan Party, and (ii) OFAC/PEP searches and customary individual background searches for each Borrower's senior management and key principals, and each other Loan Party, the results of which shall be reasonably satisfactory to Lender;

(m) Lender shall have received an appraisal of the Net Liquidation Percentage applicable to the Inventory of each Loan Party, the results of which must be reasonably satisfactory to Lender;

(n) Lender shall have received a set of Projections of each Loan Party for the 1 year period following the Closing Date, on a month by month basis, in form and substance (including as to scope and underlying assumptions) reasonably satisfactory to Lender;

(o) Borrowers shall have paid all Lender Expenses incurred in connection with the transactions evidenced by this Agreement;

(p) Lender shall have received Security Agreements, duly executed by the Cookeville IDB, granting Lender a Lien on that certain Equipment leased by the Cookeville IDB to the Loan Parties;

(q) Lender shall have received (i) appraisals of the Real Property Collateral in form and substance satisfactory to Lender which Lender may rely upon and performed by an appraiser acceptable to Lender, and (ii) a mortgagee title insurance policy (or marked commitments to issue the same with all conditions to issuance having been satisfied) for the Real Property Collateral issued by a title insurance company satisfactory to Lender (a "Mortgage Policy") in an amount satisfactory to Lender assuring Lender that the Mortgages on such Real Property Collateral are valid and enforceable first priority mortgage Liens on such Real Property Collateral free and clear of all defects and encumbrances except Permitted Liens, and the Mortgage Policies otherwise shall be in form and substance satisfactory to Lender;

(r) Lender shall have received a phase-I environmental report and a real estate survey with respect to each parcel composing the Real Property Collateral which Lender may rely upon; the environmental consultants and surveyors retained for such reports or surveys, the scope of the reports or surveys, and the results thereof shall be acceptable to Lender;

(s) Lender shall have received a completed Standard Flood Hazard Determination Form issued by the Department of Homeland Security Federal Emergency Management Agency with respect to each parcel of Real Property Collateral indicating whether or not such parcel is located in a special flood hazard zone, together with an acceptable flood insurance policy, if required;

(t) Lender shall have received an Estoppel and Intercreditor Agreement, duly executed by Administrative Borrower and the Cookeville IDB;

(u) Lender shall have received a subordination agreement in form and substance reasonably satisfactory to Lender from Oreck Manufacturing subordinating its Mortgage on the Real Property Collateral to Lender's Mortgage;

(v) each Loan Party and each of its Subsidiaries shall have received all licenses, approvals or evidence of other actions required by any Governmental Authority in connection with the execution and delivery by such Loan Party or its Subsidiaries of the Loan Documents or with the consummation of the transactions contemplated thereby;

(w) no Material Adverse Change shall have occurred since April 30, 2012; and

(x) all other documents and legal matters in connection with the transactions contemplated by this Agreement shall have been delivered, executed, or recorded and shall be in form and substance reasonably satisfactory to Lender.

EXHIBIT C

[Reserved]

Case 3:13-bk-04009 Claim 33-1 Part 4 Filed 09/13/13 Desc Exhibit A - Credit Agmt
3 of 5 Page 12 of 40

EXHIBIT D

TO CREDIT AND SECURITY AGREEMENT

REPRESENTATIONS AND WARRANTIES

5.1 **Due Organization and Qualification; Subsidiaries.**

(a) Each Loan Party and each Subsidiary of each Loan Party (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any jurisdiction where the failure to be so qualified could reasonably be expected to result in a Material Adverse Change, and (iii) has all requisite entity power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 5.1(b) to the Information Certificate is a complete and accurate description of the authorized capital Stock of each Loan Party, by class, and, as of the Closing Date, a description of the number of shares of each such class that are issued and outstanding. Other than as described on Schedule 5.1(b) to the Information Certificate, there are no subscriptions, options, warrants, or calls relating to any shares of any Loan Party's capital Stock, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its capital Stock or any security convertible into or exchangeable for any of its capital Stock.

(c) Set forth on Schedule 5.1(c) to the Information Certificate (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement), is a complete and accurate list of the Loan Parties' direct and indirect Subsidiaries, showing: (i) the number of shares of each class of common and preferred Stock authorized for each of such Subsidiaries, and (ii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by each Loan Party. All of the outstanding capital Stock of each such Subsidiary has been validly issued and is fully paid and non-assessable.

(d) Except as set forth on Schedule 5.1(c) to the Information Certificate, there are no subscriptions, options, warrants, or calls relating to any shares of any capital stock of any Loan Party or of any of its Subsidiaries, including any right of conversion or exchange under any outstanding security or other instrument. No Loan Party nor any of its Subsidiaries is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of such Loan Party's Subsidiaries' capital Stock or any security convertible into or exchangeable for any such capital Stock.

5.2 **Due Authorization; No Conflict.**

(a) As to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) As to each Loan Party, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate any material provision of federal, state, or local law or regulation applicable to any Loan Party or its Subsidiaries, the Governing Documents of any Loan Party or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any Material Contract of any Loan Party or its Subsidiaries except to the extent that any such conflict, breach or default could not individually or in the aggregate reasonably be expected to cause a Material Adverse Change, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any Loan Party's interest holders or any approval or consent of any Person under any Material Contract of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of Material Contracts, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Change.

5.3 **Governmental and Other Consents.** No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (a) for the grant of a Lien by such Loan Party in and to the Collateral pursuant to this Agreement or the other Loan Documents or for the execution, delivery, or performance of this Agreement by such Loan Party, or (b) for the exercise by Lender of the voting or other rights provided for in this Agreement with respect to the Investment Related Property or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Investment Related Property by laws affecting the offering and sale of securities generally and other than consents or approvals that have been obtained and that are still in force and effect. No Intellectual Property License of any Loan Party that is material to the conduct of the Loan Parties' business

requires any consent of any other Person in order for such Loan Party to grant the security interest granted hereunder in such Loan Party's right, title or interest in or to such Intellectual Property License.

5.4 **Binding Obligations.** Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5.5 **Title to Assets; No Encumbrances.** Each of the Loan Parties and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property), all of their respective assets reflected in their most recent financial statements delivered pursuant to Section 6.1 and most recent collateral reports delivered pursuant to Section 6.2, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

5.6 **Jurisdiction of Organization; Location of Chief Executive Office; Organizational Identification Number; Commercial Tort Claims.**

(a) The exact legal name of (within the meaning of Section 9-503 of the Code) and jurisdiction of organization of each Loan Party and each of its Subsidiaries is set forth on Schedule 5.6(a) to the Information Certificate (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement).

(b) The chief executive office of each Loan Party and each of its Subsidiaries is located at the address indicated on Schedule 5.6(b) to the Information Certificate (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement).

(c) The tax identification number and organizational identification number, if any, of each Loan Party and each of its Subsidiaries are identified on Schedule 5.6(c) to the Information Certificate (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement).

(d) As of the Closing Date, no Loan Party and no Subsidiary of a Loan Party holds any Commercial Tort Claims that exceed $200,000 in amount, except as set forth on Schedule 5.6(d) to the Information Certificate.

5.7 **Litigation.**

(a) There are no actions, suits, or proceedings pending or, to the knowledge of any Loan Party, after due inquiry, threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Change.

(b) Schedule 5.7(b) to the Information Certificate sets forth a complete and accurate description, with respect to each of the actions, suits, or proceedings that, as of the Closing Date, is pending or, to the knowledge of any Loan Party, after due inquiry, threatened against a Loan Party or any of its Subsidiaries, of (i) the parties to such actions, suits, or proceedings, (ii) the nature of the dispute that is the subject of such actions, suits, or proceedings, (iii) the status, as of the Closing Date, with respect to such actions, suits, or proceedings, and (iv) whether any liability of any Loan Party or any Subsidiary thereof in connection with such actions, suits, or proceedings is covered by insurance.

5.8 **Compliance with Laws.** No Loan Party nor any of its Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

5.9 **No Material Adverse Change.** All historical financial statements relating to the Loan Parties and their Subsidiaries that have been delivered by the Loan Parties to Lender have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, the consolidated financial condition of the Loan Parties and their Subsidiaries as of the date thereof and results of operations for the period then ended. Since the date of the most recent financial statement delivered to Lender, no event, circumstance, or change has occurred that has or could reasonably be expected to result in a Material Adverse Change with respect to the Loan Parties and their Subsidiaries.

5.10 **Fraudulent Transfer.**

(a) Each Loan Party is Solvent.

(b) No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

5.11 **Employee Benefits.**

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the IRC and other Federal or state laws. Each Pension Plan that is intended to be a qualified plan under Section 401(a) of the IRC has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 401(a) of the IRC and the trust related thereto has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the IRC, or an application for such a letter is currently being processed by the Internal Revenue Service. To the best knowledge of the Loan Parties, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of the Loan Parties, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to result in a Material Adverse Change. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Change.

(c) No ERISA Event has occurred, and neither the Loan Parties nor any ERISA Affiliate is aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan; (ii) the Loan Parties and each ERISA Affiliate has met all material requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (iii) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the IRC) is 60% or higher and neither the Loan Parties nor any ERISA Affiliate knows of any facts or circumstances that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60% as of the most recent valuation date; (iv) neither the Loan Parties nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (v) neither the Loan Parties nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; and (vi) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC and no event or circumstance has occurred or exists that could, in each case, reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

5.12 **Environmental Condition.** Except as set forth on Schedule 5.12 to the Information Certificate, (a) to each Loan Party's knowledge, no properties or assets of any Loan Party have ever been used by a Loan Party or by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, release or transport was in violation, in any material respect, of any applicable Environmental Law, (b) to each Loan Party's knowledge, after due inquiry, no Loan Party's properties or assets have ever been designated or identified in any manner pursuant to any environmental protection statute as a Hazardous Materials disposal site, (c) no Loan Party has received notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Loan Party or its Subsidiaries, and (d) no Loan Party nor any of their respective facilities or operations is subject to any outstanding written order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

5.13 **Intellectual Property.** Each Loan Party and each of its Subsidiaries owns or holds licenses in, all trademarks, trade names, copyrights, patents, and licenses that are material to the conduct of its business as currently conducted.

5.14 **Leases.** Each Loan Party and each of its Subsidiaries enjoy peaceful and undisturbed possession under all leases material to their business and to which it is a party or under which it is operating, and, subject to Permitted Protests, all of such material leases are valid and subsisting and no material default by the applicable Loan Party or the applicable Subsidiary exists under any of them.

5.15 **Deposit Accounts and Securities Accounts.** Set forth on Schedule 5.15 to the Information Certificate (as updated pursuant to Section 6.12(j)(ii)) is a listing of all of the Deposit Accounts and Securities Accounts of each Loan Party and each of its Subsidiaries, including, with respect to each bank or securities intermediary (a) the name and address of such Person, and (b) the account numbers of the Deposit Accounts or Securities Accounts maintained with such Person.

5.16 **Complete Disclosure.** All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about the industry of a Loan Party or any of its Subsidiaries) furnished by or on behalf of a Loan Party or any of its Subsidiaries in writing to Lender (including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, and all other such factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about the industry of a Loan Party or any of its Subsidiaries) hereafter furnished by or on behalf of a Loan Party or any of its Subsidiaries in writing to Lender will be, true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. The Projections most recently delivered to Lender represent, and as of the date on which any other Projections are delivered to Lender, such additional Projections represent, each Loan Party's good faith estimate, on the date such Projections are delivered, of the future performance of a Loan Party or any of its Subsidiaries for the periods covered thereby based upon assumptions believed by the Loan Parties to be reasonable at the time of the delivery thereof to Lender (it being understood that such Projections are subject to uncertainties and contingencies, many of which are beyond the control of the Loan Parties, that no assurances can be given that such Projections will be realized, and that actual results may differ in a material manner from such Projections).

5.17 **Material Contracts.** Set forth on Schedule 5.17 to the Information Certificate (as such Schedule may be updated from time to time in accordance herewith) is a reasonably detailed list of the Material Contracts of each Loan Party and each of its Subsidiaries as of the most recent date on which Oreck provided the Compliance Certificate pursuant to Section 6.1; provided, however, that the Loan Parties may amend Schedule 5.17 to the Information Certificate to add additional Material Contracts so long as such amendment occurs by written notice to Lender on the date that Oreck provides its Compliance Certificate. Except for matters which, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change, each Material Contract (other than those that have expired at the end of their normal terms) (a) is in full force and effect and is binding upon and enforceable against the applicable Loan Party or the applicable Subsidiary and, to such Loan Party's knowledge, after due inquiry, each other Person that is a party thereto in accordance with its terms, (b) has not been otherwise amended or modified (other than amendments or modifications permitted by Section 7.7(b)), and (c) is not in default due to the action or inaction of the applicable Loan Party or the applicable Subsidiary.

5.18 **Patriot Act.** To the extent applicable, each Loan Party and each of its Subsidiaries is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "Patriot Act"). No part of the proceeds of the loans made hereunder will be used by any Loan Party or any of its Subsidiaries or any of their Affiliates, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.19 **Indebtedness.** Set forth on Schedule 5.19 to the Information Certificate is a true and complete list of all Indebtedness of each Loan Party and each of its Subsidiaries outstanding immediately prior to the Closing Date that is to remain outstanding immediately after giving effect to the closing hereunder on the Closing Date and such Schedule accurately sets forth the aggregate principal amount of such Indebtedness as of the Closing Date.

5.20 **Payment of Taxes.** Except as otherwise permitted under Section 6.5, all tax returns and reports of each Loan Party and each of its Subsidiaries required to be filed by any of them have been timely filed, and all taxes shown on such tax returns to be due and payable and all assessments, fees and other governmental charges upon a Loan Party and its Subsidiaries and upon their respective assets, income, businesses and franchises that are due and payable have been paid when due and payable. Each Loan Party and each of its Subsidiaries have made adequate provision in accordance with GAAP for all taxes not yet due and payable. No Loan Party knows of any proposed tax assessment against a Loan Party or any of its Subsidiaries that is not being actively contested by such Loan Party or such Subsidiary diligently, in good faith, and by appropriate proceedings; provided such reserves or other appropriate provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor.

5.21 **Margin Stock.** No Loan Party nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors of the United States Federal Reserve.

5.22 **Governmental Regulation.** No Loan Party nor any of its Subsidiaries is subject to regulation under the Federal Power Act or the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Loan Party nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

5.23 **OFAC.** No Loan Party nor any of its Subsidiaries is in violation of any of the country or list based economic and trade sanctions administered and enforced by OFAC. No Loan Party nor any of its Subsidiaries (a) is a Sanctioned Person or a Sanctioned Entity, (b) has its assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. No proceeds of any loan made hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

5.24 **Employee and Labor Matters.** There is (a) no unfair labor practice complaint pending or, to the knowledge of the senior officers of the Loan Parties, threatened against any Loan Party or any of its Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or any of its Subsidiaries which arises out of or under any collective bargaining agreement and that could reasonably be expected to result in a Material Adverse Change, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party or any of its Subsidiaries that could reasonably be expected to result in a Material Adverse Change, or (c) to the knowledge of the senior officers of the Loan Parties, no union representation question existing with respect to the employees of any Loan Party or any of its Subsidiaries and no union organizing activity taking place with respect to any of the employees of any Loan Party or any of its Subsidiaries. No Loan Party or any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of each Loan Party and each of its Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. All material payments due from any Loan Party or any of its Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

5.25 **Holding Company.** Parent is a holding company and does not have any material liabilities (other than liabilities arising under the Loan Documents and the Second Lien Debt), own any material assets (other than the Stock of Oreck) or engage in any operations or business (other than the ownership of Oreck and its Subsidiaries).

5.26 **Collateral.**

(a) **Real Property.** Schedule 5.26(a) to the Information Certificate sets forth all Real Property owned by any of the Loan Parties as of the Closing Date.

(b) **Intellectual Property.**

(i) As of the Closing Date, Schedule 5.26(b) to the Information Certificate provides a complete and correct list of: (A) all registered Copyrights owned by any Loan Party and, all applications for registration of Copyrights owned by any Loan Party; (B) all Intellectual Property Licenses entered into by any Loan Party pursuant to which (x) any Loan Party has provided any license or other rights in Intellectual Property owned or controlled by such Loan Party to any other Person or (y) any Person has granted to any Loan Party any license or other rights in Intellectual Property owned or controlled by such Person that, in each case, is material to the business of such Loan Party, including any Intellectual Property that is incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Loan Party; (C) all Patents owned by any Loan Party and all applications for Patents owned by any Loan Party; and (D) all registered Trademarks owned by any Loan Party and all applications for registration of Trademarks owned by any Loan Party;

(ii) all employees and contractors of each Loan Party who were involved in the creation or development of any material Intellectual Property for such Loan Party have signed agreements containing assignment of Intellectual Property rights to such Loan Party and obligations of confidentiality;

(iii) to each Loan Party's actual knowledge, no Person has infringed or misappropriated or is currently infringing or misappropriating any Intellectual Property rights owned by such Loan Party, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Change;

(iv) to each Loan Party's actual knowledge, all registered Copyrights, registered Trademarks, and issued Patents that are owned by such Loan Party and material to the conduct of its business are valid, subsisting and

enforceable and in compliance, in all material respects, with all legal requirements, filings, and payments and other actions that are required to maintain such Intellectual Property in full force and effect; and

(v) each Loan Party has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Loan Party that are material to the business of such Loan Party;

(c) **Pledged Notes.** There is no default, breach, violation, or event of acceleration existing under any promissory note (as defined in the Code), if any, constituting Collateral and pledged hereunder (each a "Pledged Note") and no event has occurred or circumstance exists which, with the passage of time or the giving of notice, or both, would constitute a default, breach, violation, or event of acceleration under any Pledged Note, in each case that could reasonably be expected to result in a Material Adverse Change. No Loan Party that is an obligee under a Pledged Note has waived any default, breach, violation, or event of acceleration under such Pledged Note that could reasonably be expected to result in a Material Adverse Change.

(d) **Pledged Interests.** (i) Except for the Security Interest created hereby, each Loan Party is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens, of the Pledged Interests indicated on Schedule P-3 to this Agreement as being owned by such Loan Party and, when acquired by such Loan Party, any Pledged Interests acquired after the Closing Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and non-assessable and the Pledged Interests constitute or will constitute the stated percentage of the issued and outstanding Stock of the Pledged Companies; (iii) such Loan Party has the right and requisite authority to pledge, the Investment Related Property pledged by such Loan Party to Lender as provided herein; (iv) all actions necessary or desirable to perfect and establish the first priority of, or otherwise protect, Lender's Liens in the Investment Related Property, and the proceeds thereof, have been duly taken, upon (A) the execution and delivery of this Agreement; (B) the taking of possession by Lender (or its Lender or designee) of any certificates representing the Pledged Interests, together with undated powers (or other documents of transfer reasonably acceptable to Lender) endorsed in blank by the applicable Loan Party; (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 5.6(a) to the Information Certificate for such Loan Party with respect to the Pledged Interests of such Loan Party that are not represented by certificates, and (D) with respect to any Securities Accounts, the delivery of Control Agreements with respect thereto; and (v) each Loan Party has delivered to (or has made arrangements reasonably satisfactory to Lender for the Existing Lender to deliver such certificates after the Closing Date) and deposited with Lender all certificates representing the Pledged Interests owned by such Loan Party to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer reasonably acceptable to Lender) endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Loan Party has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject. As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Loan Party hereby represents and warrants that the Pledged Interests issued pursuant to such agreement (A) are not dealt in or traded on securities exchanges or in securities markets, (B) do not constitute investment company securities, and (C) are not held by such Loan Party in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

(e) **Valid Security Interest.** This Agreement creates a valid security interest in the Collateral of each Loan Party, to the extent a security interest therein can be created under the Code, securing the payment of the Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Loan Party, as a debtor, and Lender for itself and as agent for the Bank Product Providers, as secured party, in the jurisdictions listed next to such Loan Party's name on Schedule 5.6(a) to the Information Certificate. Upon the making of such filings, Lender shall have a first priority perfected security interest in the Collateral of each Loan Party to the extent such security interest can be perfected by the filing of a financing statement, subject to Permitted Liens which are purchase money Liens and Liens having priority by operation of law. Upon filing of the Copyright Security Agreement with the United States Copyright Office, filing of the Patent and Trademark Security Agreement with the PTO, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 5.6(a) to the Information Certificate, all action necessary to perfect the Security Interest in and to on each Loan Party's Patents, Trademarks, or Copyrights has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Loan Party.

5.27 **Eligible Accounts.** As to each Account that is identified by a Borrower as an Eligible Account, Eligible Consumer Account and Eligible Third Party Account in a Borrowing Base Certificate submitted to Lender, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the sale and delivery of Inventory or the rendition of services to such Account Debtor in the ordinary course of such Borrower's business (or, in the case of an Eligible Third Party Account, such Third Party Account represents the bona fide amounts due to a Borrower from a credit card issuer or

credit card processor originated by a Borrower from the sale and delivery of Inventory or the rendition of services to a customer in the ordinary course of business, (b) owed to such Borrower, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria (other than Lender-discretionary criteria) set forth in the definition of Eligible Accounts, Eligible Consumer Accounts or Eligible Third Party Accounts, as applicable.

5.28 **Eligible Inventory.** As to each item of Inventory that is identified by Borrower as Eligible Inventory or Eligible In-Transit Inventory in a Borrowing Base Certificate submitted to Lender, such Inventory is (a) of good and merchantable quality, free from known defects, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria (other than Lender-discretionary criteria) set forth in the definition of Eligible Inventory or Eligible In-Transit Inventory, as applicable.

5.29 **Locations of Inventory and Equipment.** The Inventory and Equipment (other than vehicles or Equipment out for repair) of the Loan Parties and their Subsidiaries are not stored with a bailee, warehouseman, or similar party and are located only at, or in-transit between or to, the locations identified on Schedule 5.29 to the Information Certificate (as such Schedule may be updated pursuant to Section 6.14).

5.30 **Inventory Records.** Each Loan Party keeps correct and accurate records, in all material respects, itemizing and describing the type, quality, and quantity of its Inventory and of the Inventory of its Subsidiaries and the book value thereof.

5.31 **First Lien Obligations.**

(a) The incurrence of Indebtedness by the Loan Parties pursuant to this Agreement, including through (i) the Advances made by Lender to Borrowers on and after the Closing Date and (ii) the issuance of Letters of Credit, in each case, subject to the limitations set forth in this Agreement, does not and will not conflict with or result in a default under any Second Lien Loan Document (as defined in the Second Lien Intercreditor Agreement).

(b) All Obligations, including, without limitation, those to pay principal of and interest (including post-petition interest) on the Advances, Letters of Credit, and fees and expenses in connection therewith, constitute "First Lien Obligations" as such term is defined in the Second Lien Intercreditor Agreement

(c) The Second Lien Intercreditor Agreement is and will be enforceable against the Second Lien Agent and the holders of the Second Lien Debt by Lender. All Obligations are entitled to the benefits of the subordination created by the subordination provisions contained therein.

(d) The Loan Parties acknowledge that Lender is entering into this Agreement, and extending Advances and other financial accommodations, in reliance upon the subordination provisions of the Second Lien Intercreditor Agreement and this Section 5.31.

EXHIBIT E

INFORMATION CERTIFICATE
OF
ASP ORECK INC. ("Parent")
ORECK CORPORATION
ORECK DIRECT, LLC
ORECK MERCHANDISING, LLC
ORECK HOMECARE, LLC
VECTEUR, LLC
ORECK HOLDINGS, LLC
ORECK FRANSHISE SERVICES, LLC
ORECK MANUFACTURING COMPANY, and
ORECK SALES, LLC
(collectively, the "Loan Parties")

Dated: August __, 2012

Wells Fargo Bank, National Association
100 Park Avenue, 2nd Floor
New York, New York 10017
Attn: Joe Mullen

In connection with certain financing provided or to be provided by Wells Fargo Bank, National Association ("Lender"), each of the undersigned (each a "Loan Party") represents and warrants to Lender the following information about each Loan Party (Capitalized terms not specifically defined shall have the meaning set forth in the Agreement):

1. Attached as Schedule 5.1(b) is a complete and accurate description of (i) the authorized capital Stock of each Loan Party and its Subsidiaries, by class, and the number of shares issued and outstanding and the names of the owners thereof (including stockholders, members and partners) and their holdings, all as of the date of this Agreement, (ii) all subscriptions, options, warrants or calls relating to any shares of any Loan Party's or its Subsidiaries' capital Stock, including any right of conversion or exchange; (iii) each stockholders' agreement, restrictive agreement, voting agreement or similar agreement relating to any such capital Stock; and (iv) and organization chart of each Loan Party and all Subsidiaries.

2. Each Loan Party is affiliated with, or has ownership in, the entities (including Subsidiaries) set forth on Schedule 5.1(c).

3. The Loan Parties use the following trade name(s) in the operation of their business (e.g. billing, advertising, etc.):

   Oreck HomeCare, LLC does business at the retail level under the name: Oreck Clean Home Center.

4. Each of the Loan Parties is a registered organization of the following type:

   Please see Schedule 5.1(b).

5. The exact legal name (within the meaning of Section 9-503 of the Code) of each Loan Party and each Subsidiary of each Loan Party as set forth in its respective certificate of incorporation, organization or formation, or other public organic document, as amended to date is set forth in Schedule 5.5(a).

6. Each Loan Party is organized solely under the laws of the State set forth on Schedule 5.6(a). Each Loan Party is in good standing under those laws and no Loan Party is organized in any other State.

7. The chief executive office and mailing address of each Loan Party is located at the address set forth on Schedule 5.6(b) hereto.

8. The books and records of each Loan Party pertaining to Accounts, contract rights, Inventory, and other assets are located at the addresses specified on Schedule 5.6(b).

9. The identity and Federal Employer Identification Number of each Loan Party and organizational identification number, if any, is set forth on Schedule 5.6(c). (Please Use Form Attached)

10. No Loan Party has any Commercial Tort Claims, except as set forth on Schedule 5.6(d).

11. There are no judgments, actions, suits, proceedings or other litigation pending by or against or threatened by or against any Loan Party, any of its Subsidiaries and/or Affiliates or any of its officers or principals, except as set forth on Schedule 5.7(b).

12. Since its date of organization, the name as set forth in each Loan Party's organizational documentation filed of record with the applicable state authority has been changed as follows:

Date	Prior Name
February 11, 1997	**Regina Home Care Corporation incorporated in Delaware**
June 23, 1997	**Regina Home Care Corporation changed its name to Oreck Manufacturing Company**
June 25, 1997	**Oreck Corporation incorporated in Delaware**
June 26, 1997	**Oreck Corporation changed its name to Oreck Corporation International**
September 25, 1997	**Oreck Corporation International changed to Oreck Corporation**

13. Since the dates of their respective organization, the Loan Parties have made or entered into the following mergers or acquisitions:

June 27, 1997	**Merger of Oreck Corporation, a New York corporation, into Oreck Corporation International, a Delaware corporation,**
June 30, 1997	**Oreck Corporation of Texas merged into Oreck HomeCare, LLC**
June 30, 1997	**Oreck Direct, Inc., a Louisiana corporation, merged into Oreck Sales, LLC, a Delaware limited liability company, on June 30, 1997 Vecteur, Inc., a Louisiana corporation, merged into Vecteur, LLC, a Delaware limited liability company**
June 30, 2005	**Oreck@Home merged into Oreck Direct, LLC**
June 23, 2008	**Oreck Hospitality, Inc. merged into Oreck Sales**
June 30, 2008	**Oreck Marketing Ltd. merged into Oreck Sales**
July 22, 2008	**Assets acquired pursuant to the Halo Agreement, dated June 5, 2008 (See Schedule 5.17 - Material Contracts)**

14. The assets of each Loan Party and of each Subsidiary of each Loan Party are owned and held free and clear of Liens, mortgages, pledges, security interests, encumbrances or charges except as set forth below:

Substantially all assets of the Loan Parties are pledged as security for the Second Lien Debt.

Certain real and personal property of Vecteur, LLC and Oreck Manufacturing Company are subject of a sale and leaseback arrangement with the Industrial Development Board of the City of Cookeville, Tennessee.

The assets of the Loan Parties are also subject to Liens as shown on Schedule 7.2 to the Agreement and as shown on the following chart:

Case 3:13-bk-04009 Claim 33-1 Part 4 Filed 09/13/13 Desc Exhibit A - Credit Agmt
3 of 5 Page 21 of 40

Subject Grantor	Jurisdiction	Type (tax, judgment, UCC)	Existing Liens
ASP Oreck Inc.	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets
ASP Oreck Inc.	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
ASP Oreck Inc.	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Corporation	Delaware	UCC lien search, federal tax lien search	1) Dell Financial Services, L.P. - lien on all leased computer equipment 2) First American Commercial Bancorp, Inc. - liens on all leased equipment (partially assigned to MB Financial Bank, N.A.) [3 filings] 3) IBM Credit LLC - lien on leased computer equipment and software [6 filings] 4) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 5) Broadpoint Products Corp.- secondary lien on all assets
Oreck Corporation	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	1) Alex Wegerbauer - Lien on tort damages and settlement costs related to Case No. 07N0281
Oreck Corporation	U.S. District Court, Tennessee Middle District	Federal litigation search	None

Oreck Direct, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Direct, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Direct, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Holdings, LLC	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets 2) Certain agreements regarding the intellectual property of Oreck Holdings, LLC, continue of record in favor of other prior lenders, but the debt underlying such liens has been satisfied in full.
Oreck Holdings, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Holdings, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Sales, LLC	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets
Oreck Sales, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Sales, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None

Oreck Merchandising, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Merchandising, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Merchandising, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Vecteur, LLC	Delaware	UCC lien search, federal tax lien search	1) Broadpoint Products Corp.- secondary lien on all assets
Vecteur, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Vecteur, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Homecare, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Homecare, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None

Oreck Homecare, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Manufacturing Company	Delaware	UCC lien search, federal tax lien search	1) Marquette Equipment Finance, LLC ("Marquette") - lien on all equipment, software and personal property leased by Marquette 2) NMHG Financial Services, Inc. ("NMHG") - lien on all equipment leased by NMHG 3) First American Commercial Bancorp, Inc. ("First American") - lien on all equipment leased by First American 4) Broadpoint Products Corp.- secondary lien on all assets
Oreck Manufacturing Company	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Manufacturing Company	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Franchise Services, LLC	Delaware	UCC lien search, federal tax lien search	1) GE Money Bank - lien on all accounts sold to GE Money Bank, indebtedness, deposits, credit balances and reserves relating to any such accounts, all goods financed on such accounts and returned to Debtor and all proceeds of any of the foregoing 2) Broadpoint Products Corp.- secondary lien on all assets
Oreck Franchise Services, LLC	Putnam County, TN	State and federal tax lien search, local and federal litigation search, and judgment lien search	None
Oreck Franchise Services, LLC	U.S. District Court, Tennessee Middle District	Federal litigation search	None
Oreck Marketing Ltd. (UK)	Delaware	UCC lien search, federal tax lien search	None

Oreck Marketing Ltd. (UK)	**Putnam County, TN**	**State and federal tax lien search, local and federal litigation search, and judgment lien search**	**None**
Oreck Marketing Ltd. (UK)	**U.S. District Court, Tennessee Middle District**	**Federal litigation search**	**None**

15. Each Loan Party has been and remains in compliance in all material respects with Section 5.12 (Environmental Conditions) applicable to its business except as set forth on Schedule 5.12.

16. The Loan Parties do not have any material Deposit Accounts, or Securities Accounts with any bank, or securities intermediary, except as set forth on Schedule 5.15 for the purposes and of the types indicated therein.

17. No Loan Party is a party to or bound by an collective bargaining or similar agreement with any union, labor organization or other bargaining agent except as set forth below (indicate date of agreement, parties to agreement, description of employees covered, and date of termination)

NONE

Name of Agreement	Date of Agreement	Parties to Agreement	Date of Expiration / Termination

18. Set forth on Schedule 5.17 is a reasonably detailed description of each Material Contract of each Loan Party and its Subsidiaries as of the date of the Agreement.

19. Set forth on Schedule 5.19 is a true and complete list of all Indebtedness of each Loan Party and its Subsidiaries outstanding immediately prior to the Closing Date.

20. No Loan Party has made any loans or advances or guaranteed or otherwise become liable for the obligations of any others, except as set forth below and in the definition of Permitted Investments in the Agreement:

21. No Loan Party has any Chattel Paper (whether tangible or electronic) or Instruments as of the date hereof, except as follows:

a. Note in the amount of $31,878.26 issued by Shore Oreck.
b. Note in the amount of $100,750.46 issued by Neal Rosen (Texas).
c. Note in the amount of $29,075.96 issued by Commack (Tim Honeycutt).
d. Wraparound Note in the amount of $29,139,932.00 issued by The Industrial Development Board of the City of Cookeville, Tennessee.

22. No Loan Party owns or licenses any Trademarks, Patents, Copyrights or other Intellectual Property, and is not a party to any Intellectual Property License that is required to be scheduled pursuant to Section 5.26(b) except as set forth on Schedule 5.26 (indicate type of Intellectual Property and whether owned or licensed, registration number, date of registration, and, if licensed, the name and address of the licensor), and no Intellectual Property License set forth on Schedule 5.26(b) has any restriction on the sale or other disposition of any Inventory, Equipment or other material property of any Loan Party.

23. Schedule 5.26(a) sets forth all Real Property owned by each Loan Party.

24. The Inventory, Equipment and other goods of each Loan Party are located only at the locations set forth on Schedule 5.6 and 5.29.

25. At the present time, there are no delinquent taxes due (including, but not limited to, all payroll taxes, personal property taxes, real estate taxes or income taxes) except as follows:

Massachusetts has assessed a $4,355 minimum tax and interest. This assessment has been disputed for lack of nexus in the state.

26. There are no consignment, bill and hold, sale or return, sale on approval or conditional sale arrangements with respect to any Inventory of any Borrower or any other Loan or other goods except as set forth in Schedule 7.15.

27. No Borrower or other Loan Party has any Inventory stored with or in the possession of a bailee, warehouseman, processor or other third party except as set forth in Schedule 7.16.

28. Schedule 5.26(c) sets forth all motor vehicles owned by each Borrower and other Loan Party as of the Closing date, by model, model year and vehicle identification number.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Lender shall be entitled to rely upon the foregoing in all respects and the undersigned is duly authorized to execute and deliver this Information Certificate on behalf of each Loan Party.

Very truly yours,

ASP ORECK INC.

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

ORECK CORPORATION

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

ORECK DIRECT, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, & Secretary

ORECK MERCHANDISING, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

ORECK HOMECARE, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

VECTEUR, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

ORECK HOLDINGS, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

ORECK FRANCHISE SERVICES, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

ORECK MANUFACTURING COMPANY

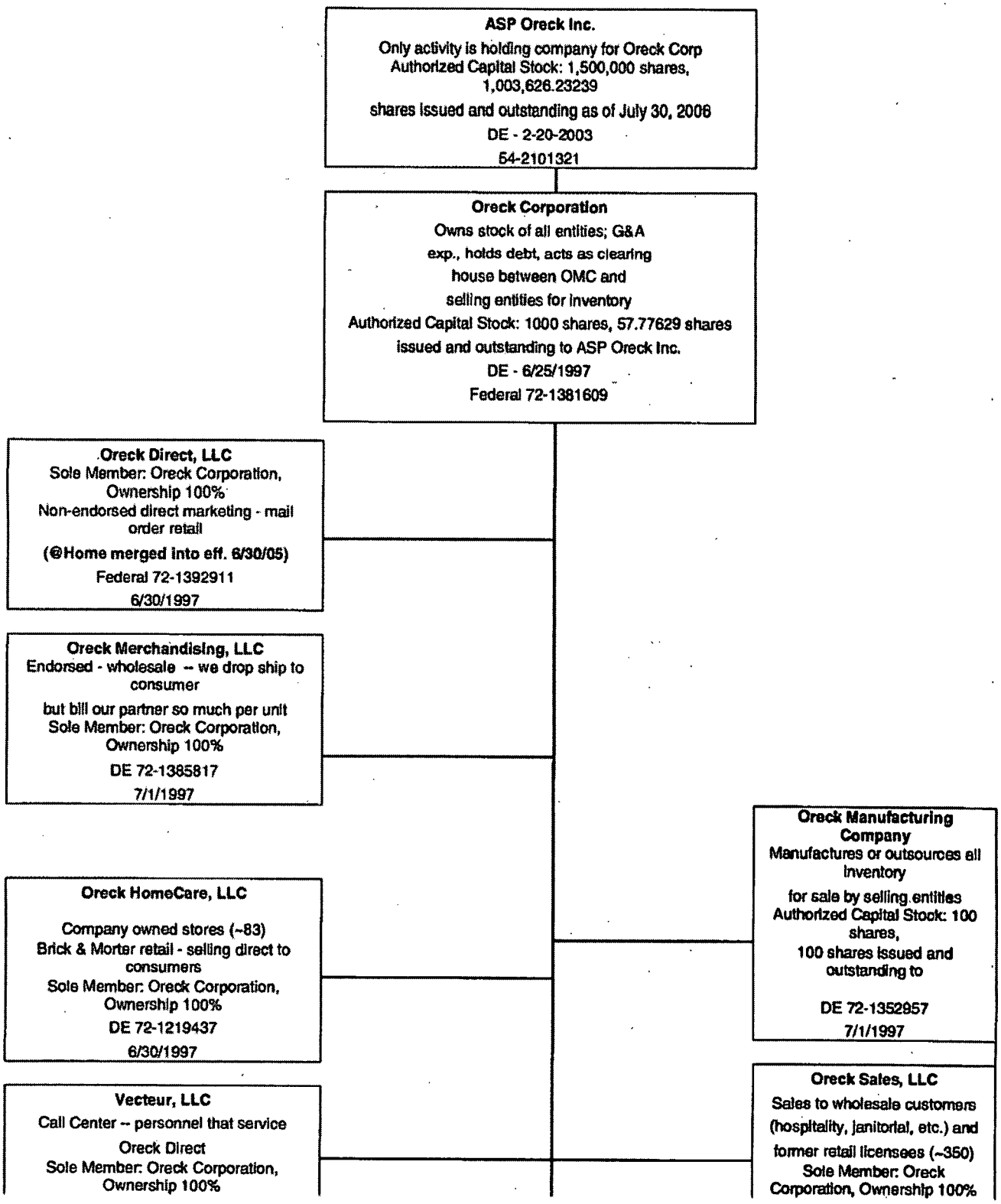
By: _____
Name: John G. Arena
Title: Vice President, General Counsel, and Secretary

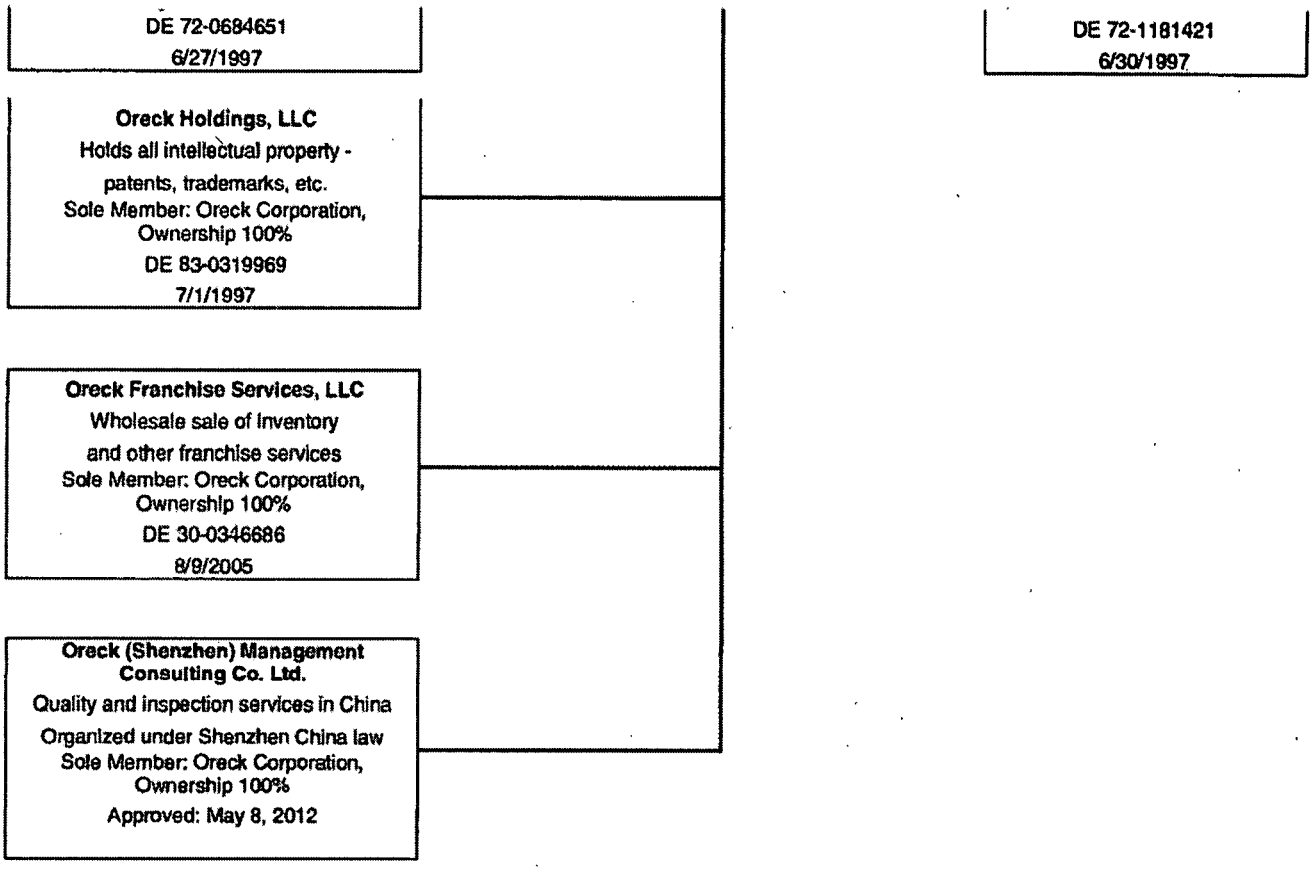
ORECK SALES, LLC

By: _____
Name: John G. Arena
Title: Vice President, General Counsel and Secretary

Case 3:13-bk-04009 Claim 33-1 Part 4 Filed 09/13/13 Desc Exhibit A - Credit Agmt
3 of 5 Page 29 of 40

Schedule 5.1(b)




DE 72-0684651
6/27/1997
DE 72-1181421
6/30/1997
Oreck Holdings, LLC
Holds all intellectual property -
patents, trademarks, etc.
Sole Member: Oreck Corporation,
Ownership 100%
DE 83-0319969
7/1/1997
Oreck Franchise Services, LLC
Wholesale sale of inventory
and other franchise services
Sole Member: Oreck Corporation,
Ownership 100%
DE 30-0346686
8/9/2005
Oreck (Shenzhen) Management
Consulting Co. Ltd.
Quality and inspection services in China
Organized under Shenzhen China law
Sole Member: Oreck Corporation,
Ownership 100%
Approved: May 8, 2012

CAPITAL STRUCTURE

i. **The authorized and issued equity interests of each Loan Party and its Subsidiaries are as follows:**

Name	Jurisdiction	Number and Class of Authorized Shares	Number and Class of Issued Shares
ASP Oreck	Delaware	1,500,000 shares of Common Stock	1,003,626.23239 of Common Stock
Oreck Corporation	Delaware	1,000 shares of Common Stock	57.77629 shares of Common Stock
Oreck Direct, LLC	Delaware	N/A	N/A
Oreck Holdings, LLC	Delaware	N/A	N/A
Oreck Sales, LLC	Delaware	N/A	N/A
Oreck Merchandising, LLC	Delaware	N/A	N/A
Vecteur, LLC	Delaware	N/A	N/A
Oreck Homecare, LLC	Delaware	N/A	N/A
Oreck Manufacturing Company	Delaware	200 shares of Common Stock	100 shares of Common Stock
Oreck Franchise Services, LLC	Delaware	N/A	N/A
Oreck (Shenzhen) Management Consulting Co. Ltd.	China	N/A	N/A

i (continued). **The record holders of equity interests of each Loan Party and its subsidiaries are as follows:**

Name	Class of Stock	Number of Shares	Record Owner
ASP Oreck Inc.	Common Stock	100%	Oreck Holdco 3 Inc.
Oreck Corporation	Common Stock	100%	ASP Oreck Inc.
Oreck Direct, LLC	LLC Interests	100%	Oreck Corporation
Oreck Holdings, LLC	LLC Interests	100%	Oreck Corporation
Oreck Sales, LLC	LLC Interests	100%	Oreck Corporation

Name	Class of Stock	Number of Shares	Record Owner
Oreck Merchandising, LLC	LLC Interests	100%	Oreck Corporation
Vecteur, LLC	LLC Interests	100%	Oreck Corporation
Oreck Homecare, LLC	LLC Interests	100%	Oreck Corporation
Oreck Manufacturing Company	Common Stock	100%	Oreck Corporation
Oreck Franchise Services, LLC	LLC Interests	100%	Oreck Corporation
Oreck (Shenzhen) Management Consulting Co. Ltd.	Foreign Limited Liability Company	100%	Oreck Corporation

iii. All agreements binding on holders of equity interests of Loan Parties and Subsidiaries with respect to such interests are as follows:

None other than the Organizational Documents of each Loan Party and each Subsidiary

Schedule 5.1(c)

TO INFORMATION CERTIFICATE

Subsidiaries; Affiliates; Investments

Part 1 - Subsidiaries (More than 50% owned by a Loan Party)

Name	Jurisdiction of Organization	Percentage Owned
See attached pages		

Part 2 - Affiliates (Less than 50% Owned by a Loan Party)

Name	Jurisdiction of Organization	Percentage Owned

Part 3 - Affiliates (Subject to common ownership with) a Loan Party

Name	Jurisdiction of Organization	Parent	Percentage Owned

Part 4 - Shareholders (If widely held, only holders with more than 10%)

Name	Jurisdiction of Organization *	Percentage Owned

* If shareholders are individuals, indicate "N/A"

Entity Name:	Vaclear, LLC
FEI Number	72-0584651
Corporate Address	1400 Solom Road
	Cookeville, TN 38506
Contact Information	Deborah Butler
Phone	615-316-5911
Fax	615-316-5836
Email Address	dbutler@oneck.com
Address	565 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Registered Agent:	National Registered Agents, Inc.
	160 Greentree Road, Suite 101
	Dover, DE 19904
Agent #:	R216365
DE File #:	2767870
Billing Contact Information	Glen Ford
Phone	615-316-5946
Fax	
Email Address	gford@oneck.com
Address	565 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Jurisdictions (States)

State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization
AL		AK		AR		AZ		CA	
CO		CT		DE	06/27/97	DC		FL	
GA		HI		ID		IL		IN	
IA		KS		KY		LA		ME	
MD		MA		MI		MN		MO	
MS		MT		NE		NV		NH	
NJ	01/29/97	NM		NY		NC		ND	
OH		OK		OR		PA		RI	
SC		SD		TN	12/06/06	TX		UT	
VT		VA		WA		WV		WI	
WY									

Domestic State	DE (2767870)
Fiscal Year End for the entity:	30-Jun
Sole Member	Oneck Corporation
Nature of business	Provide support services for related entities
Stock Information:	N/A

Officer Information:

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arena – Vice President, General Counsel & Secretary

Registered Agent State Information:
LA: NRAI, 1011 North Causeway Blvd, Ste 3, Mandeville, LA 70471 LA ID#: 34571558Q
TN: NRAI, 2300 Hillsboro Rd., Ste 305, Nashville, TN 37212 TN File#: 0535783
NJ: NRAI, 100 Canal Pointe Blvd., Ste 108, Princeton, NJ 08540 NJ File#: 6002000539

Entity Name:	Oreck Sales, LLC
FEI Number	72-1181421
Corporate Address	565 Marriott Drive, Suite 300
	Nashville, TN 37214

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #: 9216365
DE File #: 2767928

Contact Information	Deborah Butler
Phone	615-316-5911
Fax	615-316-5836
Email Address	dbutler@oreck.com
Address	565 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Billing Contact Information	Glen Ford
Phone	615-316-5940
Fax	
Email Address	gford@oreck.com
Address	565 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Jurisdictions (States)

State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization
AL		AK		AR		AZ		CA	
CO		CT		DE	6/26/97	DC		FL	
GA		HI		ID		IL		IN	
IA		KS		KY		LA	9/15/97	ME	
MD		MA		MI		MN		MO	
MS		MT		NE		NV		NH	
NJ		NM		NY		NC		ND	
OH		OK		OR		PA		RI	
SC		SD		TN		TX		UT	
VT		VA		WA		WV		WI	
WY									

Domestic State	DE (2767928)
Fiscal Year End for the entity	30-Jun
Nature of business	Sell floor care products at retail
Stock Information:	N/A
Sole Member	Oreck Corporation

Officer:

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arena – Vice President, General Counsel & Secretary

Registered Agent State Information:
LA: NRAI, 1011 North Causeway Blvd, Ste 5, Mandeville, LA 70471 LA ID#: 34571565Q

Entity Name:	Oreck Merchandising, LLC
FEI Number:	72-1355817
Corporate Address:	565 Marriott Drive, Suite 300
	Nashville, TN 37214
Contact Information:	Dale McBay
Phone:	615-316-5821
Fax:	615-316-5836
Email Address:	dmcbay@oreck.com
Address:	565 Marriott Drive
Address 2:	Suite 300
City, State Zip Code:	Nashville, TN 37214

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #: 9216365
DE File #: 2766831

Billing Contact Information:	Glen Ford
Phone:	615-316-5845
Fax:	
Email Address:	glord@oreck.com
Address:	565 Marriott Drive
Address 2:	Suite 300
City, State Zip Code:	Nashville, TN 37214

Jurisdictions (States) (Please verify that we have included all the states your company is incorporated in or qualified in)

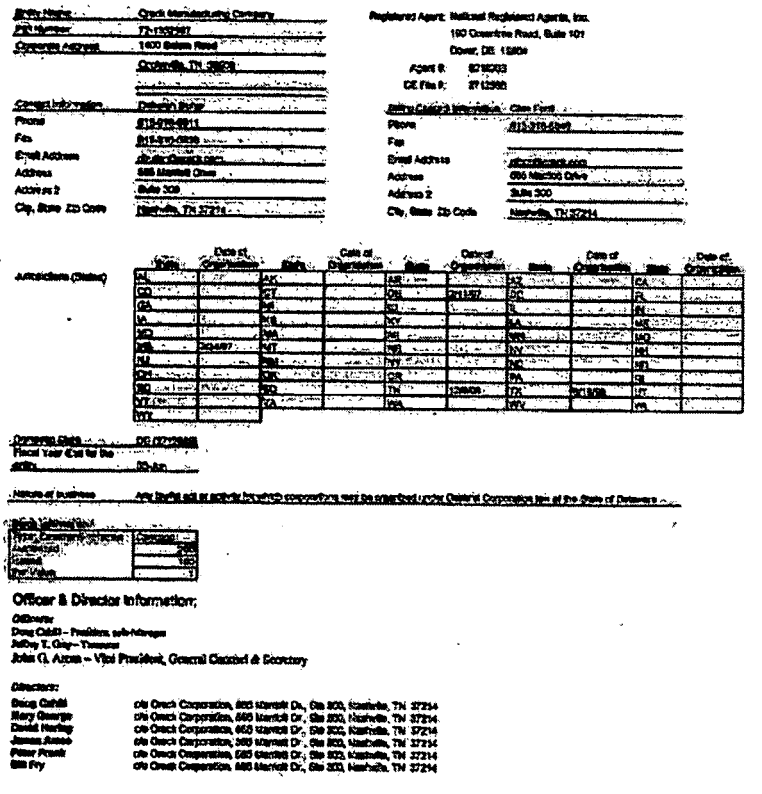
State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization
AL		AK		AR		AZ		CA	
CO		CT		DE	7/1/97	DC		FL	
GA		HI		ID		IL		IN	
IA		KS		KY		LA	9/15/97	ME	
MD		MA		MI		MN		MO	
MS		MT		NE		NV		NH	
NJ		NM		NY		NC		ND	
OH		OK		OR		PA		RI	
SC		SD		TN		TX		UT	
VT		VA		WA		WV		WI	
WY									

Domestic State:	DE (2766831)
Fiscal Year End for the entity:	30-Jun
Sole Member:	Oreck Corporation
Nature of business:	Sell fiber care products at retail
Stock Information:	N/A

Officer Information:

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arena – Vice President, General Counsel & Secretary

Registered Agent State Information:
LA: NRAI, 1011 North Causeway Blvd, Ste 3, Mandeville, LA 70471 LA ID#: 34571557Q



Officer & Director Information:

Officers:
Doug Cahill – President, sub-Manager
Jeffrey T. Gay – Treasurer
John G. Arpas – Vice President, General Counsel & Secretary

Directors:

Doug Cahill	c/o Oreck Corporation, 565 Marriott Dr., Ste 300, Nashville, TN 37214
Mary George	c/o Oreck Corporation, 565 Marriott Dr., Ste 300, Nashville, TN 37214
David Hurley	c/o Oreck Corporation, 565 Marriott Dr., Ste 300, Nashville, TN 37214
James Arpas	c/o Oreck Corporation, 565 Marriott Dr., Ste 300, Nashville, TN 37214
Peter Frank	c/o Oreck Corporation, 565 Marriott Dr., Ste 300, Nashville, TN 37214
Bill Fry	c/o Oreck Corporation, 565 Marriott Dr., Ste 300, Nashville, TN 37214

Registered Agent State Information:
MS: NRAI, 645 Trustmark Building, 248 E. Capitol St., Jackson, MS 39201 MS ID#: 947944
TN: NRAI, 2300 Hillsboro Rd., Ste 305, Nashville, TN 37212 TN Filed: 0036788
TX: NRAI, 16766 Open Oaks Blvd., Ste 230, Houston, TX 77032 TX ID#: 12188005

Entity Name:	Orech HomeCare, LLC
FEI Number:	73-1312437
Corporate Address:	585 Manlott Drive, Suite 300
	Nashville, TN 37214
Contact Information:	Deborah Butler
Phone:	615-319-6311
Fax:	615-319-6439
Email Address:	dbutler@orech.com
Address:	508 Interstate Drive
Address 2:	Suite 300
City, State Zip Code:	Nashville, TN 37214

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #: 9216355
DE File #: 3787914

Billing Contact Information: Glen Ford

Phone:	615-319-6315
Fax:	
Email Address:	glen@orech.com
Address:	585 Manlott Drive
Address 2:	Suite 300
City, State Zip Code:	Nashville, TN 37214

Jurisdictions (States) (Please verify that we have included all the states your company is incorporated in or qualified in)	State	Date of Qualification	State	Date of Qualification	State	Date of Qualification	State	Date of Qualification	State	Date of Qualification
	AL		AK		AR		AZ	9/15/97	CA	9/24/97
	CO		CT	11/5/03	DE	7/1/97	DC		FL	
	GA	9/12/97	HI		ID		IL	10/2/03	IN	
	IA		KS		KY		LA	9/12/97	ME	
	MD		MA		MI	9/29/97	MN	6/7/12	MS	
	MO		MT		NE		NV	9/27/01	NH	4/20/2012
	NJ		NM		NY	9/1/04	NC		ND	5/15/2012
	OH	10/2/97	OK		OR		PA	12/4/98	RI	
	SC		SD		TN	9/12/97	TX		UT	
	VT		VA		WA	4/20/07	WV		WI	9/28/2010
	WY									

Domestic State: DE (3787914)
Fiscal Year End for the entity: 30-Jun
Sole Member: Orech Corporation
Nature of business: Sell floor care products at retail
Stock Information: N/A

Officers:

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arena – Vice President, General Counsel & Secretary

Registered Agent State Information:
AZ: NRAI, 838 North Fifth Avenue, Phoenix, AZ 85003 AZ File #: R-0516220-0
CA: NRAI, CA SoS File #: 199726710303
CT: NRAI, 12 Old Bridge Post Rd, Old Saybrook, CT 06475. Business ID: 0627778
GA: NRAI, 3675 Crestwood Parkway, Ste 350, Duluth, GA 30096 GA SoS File #: K733345
IL: NRAI, 220 West Adams St., Chicago, IL 60606 IL SoS File #: 0027150-2
IN: NRAI, 329 North Meridian St., Indianapolis, IN 46204, SoS Control #: 201009502478
LA: NRAI, 1011 North Causeway Blvd, Ste 3, Mandeville, LA 70471 LA ID#: 345715562
MI: NRAI, 712 Abbot Rd., East Lansing, MI 48823 MI ID#: 800541
MN: NRAI, Capitol Professional Bldg., 600 Park Street #6, St. Paul MN 55103
NY: NRAI, 875 Avenue of the Americas, Ste 501, New York, NY 10001 (no ID# issued in NY)
OH: NRAI, 145 Baker Street, Marion, OH 43302 OH SoS File #: 885451
PA: NRAI, Dauphin County, PA PA Filed: 2946782
TN: NRAI, 2300 Hillsboro Rd., Ste 305, Nashville, TN 37212 TN Filed: 0337340
WA: NRAI, 1780 Barnes Blvd., S.W. Bldg. G, Tumwater, WA 98512-0410 WA SoS Filed: 601855348
WI: NRAI, 901 South Whitney Way, Madison WI 53711 WI Filed: 0420734

Entity Name:	Crack Holdings, LLC
FEI Number	83-0319969
Corporate Address	232 E. 18th Street
	Cheyenne, WY 82001
Contact Information	Deborah Butler
Phone	615-316-5911
Fax	615-316-5936
Email Address	dbutler@corecit.com
Address	555 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #: 6216365
DE File #: 2768931

Billing Contact Information	Glen Ford
Phone	615-316-5946
Fax	
Email Address	gford@corecit.com
Address	555 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Jurisdictions (States) (Please verify that we have included all the states your company is incorporated in or qualified in)

State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization
AL		AK		AR		AZ		CA	
CO	10/13/06	CT		DE	6/25/87	DC		FL	
GA		HI		ID		IL		IN	
IA		KS		KY		LA		ME	
MD		MA		MI		MN		MO	
MS		MT		NE		NV		NH	
NJ		NM		NY		NC		ND	
OH		OK		OR		PA		RI	
SC		SD		TN		TX		UT	
VT		VA		WA		WV		WI	
WY	11/2/98								

Domestic State	DE (2768931)
Fiscal Year End for the entity	30-Jun
Nature of business	Licensing of intangible assets
Sole Member	Crack Corporation
Stock Information	N/A

Officer & Director Information

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arena – Vice President, General Counsel & Secretary

Registered Agent State Information:
CO: NRAI, 1535 Grant St., Ste 140, Denver, CO 80203 SoS File #: 20061420119
WY: Jack Sherman, 202 E. 18th Street, Cheyenne, WY 82001 WY File#: 1998-000339033

Entity Name:	Oreck Franchise Services, LLC
FEI Number:	30-0340586
Corporate Address:	555 Marriott Drive, Suite 300
	Nashville, TN 37214

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #: 9218363
DE File #: 4004251

Contact Information:	Deborah Butler
Phone	615-316-5911
Fax	615-316-5858
Email Address	dbutler@oreck.com
Address	555 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Billing Contact Information:	Glen Ford
Phone	615-316-5848
Fax	
Email Address	gford@oreck.com
Address	555 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Jurisdictions (States) (Please verify that we have included all the states your company is incorporated in or qualified in)

State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization
AL		AK		AR		AZ		CA	
CO		CT		DC	2/2/05	DC		FL	
GA		HI		ID		IL		IN	
IA		KS		KY		LA	7/7/05	ME	
MD		MA		MI		MN		MO	
MS		MT		NE		NV		NH	
NJ		NM		NY		NC		ND	
OH		OK		OR		PA		RI	
SC		SD		TN		TX	4/8/05	UT	
VT		VA		WA		WV		WI	
WY									

Domestic State:	DE (4004251)
Fiscal Year End for the entity:	30-Jun
Nature of business:	Licensing of intangible assets
Sole Member Stock Information:	Oreck Corporation N/A

Officer & Director Information

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arens – Vice President, General Counsel & Secretary

Registered Agent State Information:
LA: NRAI, 1011 North Causeway Blvd, Ste 3, Mandeville, LA 70471 LA ID#: 38221520Q
MS: NRAI, 840 Trustmark Building, 248 E. Capitol St., Jackson, MS 39201 MS ID#: 695076
NC: NRAI, 120 Penmore Drive, Suite 116, Raleigh, NC 27603, NC SoS ID#: 1142832
TX: NRAI, 16055 Space Center Blvd., Ste. 235, Houston, TX 77062 TX SoS#: 800092697

Entity Name:	Oreck Direct, LLC
FEI Number	72-1392811
Corporate Address	1400 Salem Road
	Cookeville, TN 38506

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #: 9218355
DE File #: 2767922

Contact Information	Deborah Butler
Phone	615-316-5911
Fax	615-316-5639
Email Address	dbutler@oreck.com
Address	565 Marriott Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Billing Contact Information	Glen Ford
Phone	615-316-5646
Fax	
Email Address	cford@oreck.com
Address	565 Marriot Drive
Address 2	Suite 300
City, State Zip Code	Nashville, TN 37214

Jurisdictions (States) (Please verify that we have included all the states your company is incorporated in or qualified in)

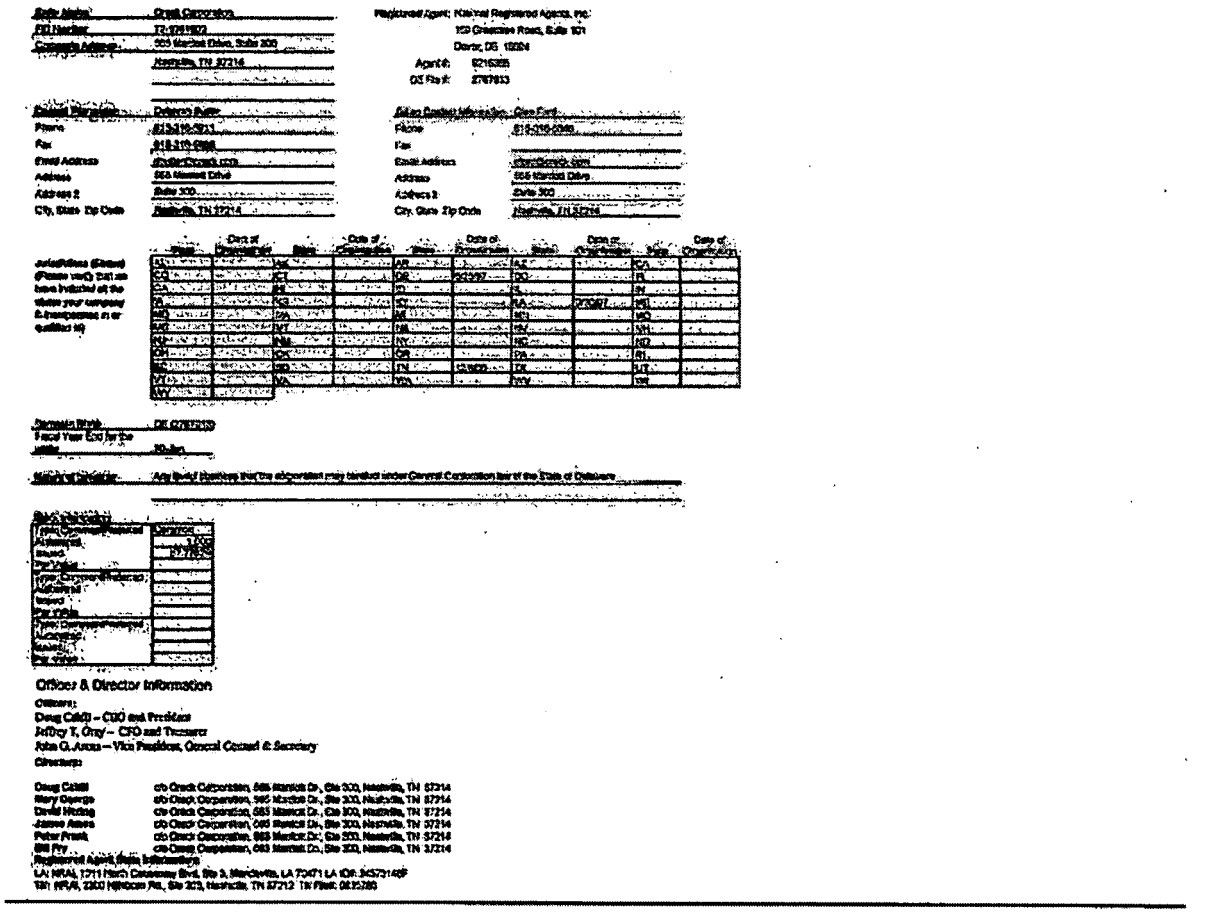
State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization	State	Date of Organization
AL		AK		AR		AZ		CA	
CO		CT		DE	4/25/97	DC		FL	
GA		HI		ID		IL		IN	
IA		KS		KY		LA	9/15/97	ME	
MD		MA		MI		NH		MO	
MS	7/5/06	MT		NE		NV		NH	
NJ		NM		NY		NC		ND	
OH		OK		OR		PA		RI	
SC		SD		TN	12/3/06	TX		UT	
VT		VA		WA		WV		WI	
WY									

Domestic State	DE (2767922)
Fiscal Year End for the entity	30-Jun
Nature of business	Sell floor care products at retail
Sole Member	Oreck Corporation
Stock Information:	N/A

Office Information

Doug Cahill – President & Sole Manager
Jeffrey T. Gray – Treasurer
John G. Arena – Vice President, General Counsel & Secretary

Registered Agent State Information:
LA: NRAI, 1011 North Causeway Blvd, Ste 3, Mandeville, LA 70471 LA ID#: 34571550Q
MS: NRAI, 840 Trustmark Building, 248 E. Capitol St., Jackson, MS 39201 MS ID#: 874824
TN: NRAI, 2300 Hillsboro Rd., Ste 305, Nashville, TN 37212 TN Filed: 0535764



Officer & Director Information

Officers:
Doug Cahill – CEO and President
Jeffrey T. Gray – CFO and Treasurer
John G. Acuna – Vice President, General Counsel & Secretary
Directors:

Doug Cahill	c/o Crack Corporation, 555 Marriott Dr., Ste 300, Nashville, TN 37214
Mary George	c/o Crack Corporation, 555 Marriott Dr., Ste 300, Nashville, TN 37214
David Mullins	c/o Crack Corporation, 555 Marriott Dr., Ste 300, Nashville, TN 37214
James Acuna	c/o Crack Corporation, 555 Marriott Dr., Ste 300, Nashville, TN 37214
Peter Frank	c/o Crack Corporation, 555 Marriott Dr., Ste 300, Nashville, TN 37214
Bill Fry	c/o Crack Corporation, 555 Marriott Dr., Ste 300, Nashville, TN 37214

Registered Agent Suite Information:
LA: NRAI, 1711 Hitch Causeway Blvd, Ste 3, Manchester, LA 70471 LA ID#: 34373140F
TN: NRAI, 2300 Windsor Pl., Ste 303, Nashville, TN 37212 TN Filed: 0835288

CHL:42371.24

Entity Name	ASP Check, Inc.
FEIN Number	54-2161221
Corporate Address	865 Merrick Drive, Suite 200
	Nashville, TN 37214

Registered Agent: National Registered Agents, Inc.
160 Greentree Road, Suite 101
Dover, DE 19904
Agent #:
DE File #:

Contact Information	Deborah Butler
Phone	(615) 399-8811
Fax	(615) 376-6809
Email Address	dbutler@check.com
Address	865 Merrick Drive
Address 2	Suite 300
City, State, Zip Code	Nashville, TN 37214

Billing Contact Information	Don Ford
Phone	(615) 376-6845
Fax	
Email Address	dford@check.com
Address	865 Merrick Drive
Address 2	Suite 300
City, State, Zip Code	Nashville, TN 37214

Jurisdictions (States) (Please verify that we have included all the states your company is incorporated in or qualified in)

State	Date of Qualification	State	Date of Qualification	State	Date of Qualification	State	Date of Qualification
AL		AK		AR		AZ	
CO		CT		DE	3/7/2003	DC	
GA		HI		ID		IL	
IA		KS		KY		LA	
MD		MA		MI		MN	
MS		MT		NE		NV	
NJ		NM		NY		NC	
ND		OH		OK		PA	
SC		SD		TN		TX	
VT		VA		WA		WV	
WI							

Domestic State	DE (3571427)
Fiscal Year End for the	12/31
Entity	C Corp

Nature of business: Any lawful business that the corporation may conduct under General Corporation law of the State of Delaware

Stock Information

Type, Common Shares	Common
Authorized	1,000
Issued	1,000
Par Value	$0.01
Type, Common Shares	
Authorized	
Issued	
Par Value	
Type, Common Shares	
Authorized	
Issued	
Par Value	

Officer & Director Information

Officers:
Doug Cahill – CEO and President
Jeffrey T. Gray – CFO and Treasurer
John G. Arens – Vice President, General Counsel & Secretary
Directors:

Doug Cahill	c/o Check Corporation, 865 Merrick Dr., Ste 300, Nashville, TN 37214
Barry George	c/o Check Corporation, 865 Merrick Dr., Ste 300, Nashville, TN 37214
David Herbig	c/o Check Corporation, 865 Merrick Dr., Ste 300, Nashville, TN 37214
James Arens	c/o Check Corporation, 865 Merrick Dr., Ste 300, Nashville, TN 37214
Patsy Frank	c/o Check Corporation, 865 Merrick Dr., Ste 300, Nashville, TN 37214
Bill Fry	c/o Check Corporation, 865 Merrick Dr., Ste 300, Nashville, TN 37214

Registered Agent State Information:

Schedule 5.5(a)

TO INFORMATION CERTIFICATE

Exact Legal Name

ASP Oreck Inc.
Oreck Corporation
Oreck Direct, LLC
Oreck Holdings, LLC
Oreck Sales, LLC
Oreck Merchandising, LLC
Oreck Homecare, LLC
Oreck Franchise Services, LLC
Oreck Manufacturing Company
Vecteur, LLC
Oreck (Shenzhen) Management Consulting Co. Ltd.

Schedule 5.6(a)

TO INFORMATION CERTIFICATE

Jurisdiction of Organization

Name	Jurisdiction of Organization *
ASP Oreck Inc.	Delaware
Oreck Corporation	Delaware
Oreck Direct, LLC	Delaware
Oreck Holdings, LLC	Delaware
Oreck Sales, LLC	Delaware
Oreck Merchandising, LLC	Delaware
Oreck Homecare, LLC	Delaware
Oreck Franchise Services, LLC	Delaware
Oreck Manufacturing Company	Delaware
Vecteur, LLC	Delaware
Oreck (Shenzhen) Management Consulting Co. Ltd.	China

* If shareholders are individuals, indicate "N/A"

Schedule 5.6(b)

TO INFORMATION CERTIFICATE

Locations

Part 1 - Chief Executive Office

CEO/President for all Loan Parties is Douglas J. Cahill

Part 2 - Location of Books and Records

Subject Grantor	Location of Chief Executive Office	Location of Books and Records
ASP Oreck Inc.	666 Third Avenue, 29th Floor New York, NY 10017-4011	N/A
Oreck Corporation	565 Marriott Drive, Suite 300 Nashville, TN 37214	N/A
Oreck Direct, LLC	1400 Salem Road Cookeville, TN 38506	565 Marriott Drive, Suite 300 Nashville, TN 37214
Oreck Holdings, LLC	202 E. 18th Street Cheyenne, WY 82001	565 Marriott Drive, Suite 300 Nashville, TN 37214
Oreck Sales, LLC	565 Marriott Drive, Suite 300 Nashville, TN 37214	N/A
Oreck Merchandising, LLC	565 Marriott Drive, Suite 300 Nashville, TN 37214	N/A
Vecteur, LLC	1400 Salem Road Cookeville, TN 38506	565 Marriott Drive, Suite 300 Nashville, TN 37214 Times Square Shopping Center 851 Willow Avenue, Suite 201Cookeville, TN 38501
Oreck Homecare, LLC	565 Marriott Drive, Suite 300 Nashville, TN 37214	
Oreck Manufacturing Company	1400 Salem Road Cookeville, TN 38506	565 Marriott Drive, Suite 300 Nashville, TN 37214
Oreck Franchise Services, LLC	565 Marriott Drive, Suite 300 Nashville, TN 37214	N/A
Oreck (Shenzhen) Management Consulting Co. Ltd.	565 Marriott Drive, Suite 300 Nashville, TN 37214	Office 2702-16, Block C, Tiley Central Plaza II, Wenxin 4th Road, Nan Shan District, Shenzhen, 518054

Schedule 5.6(c)

TO INFORMATION CERTIFICATE

Federal Employer Identification Number
Organizational Identification Number

(Please Use Form Attached For Tax Identification Number)

Entity	Federal Tax Identification Number	Delaware Organizational Identification Number
ASP Oreck Inc.	54-2101321	3627427
Oreck Corporation	72-1381609	2767913
Oreck Direct, LLC	72-1392911	2767922
Oreck Holdings, LLC	83-0319969	2768931
Oreck Sales, LLC	72-1181421	2767928
Oreck Merchandising, LLC	72-1385817	2768831
Vecteur, LLC	72-0684651	2767670
Oreck Homecare, LLC	72-1219437	2767914
Oreck Manufacturing Company	72-1352957	2712868
Oreck Franchise Services, LLC	30-0346686	4004251

Schedule 5.6(d)

TO INFORMATION CERTIFICATE

Commercial Tort Claims

On April 30, 2012, Oreck Corporation and related companies filed a civil complaint seeking insurance coverage for losses arising from allegations that Oreck falsely advertised the capabilities of certain Oreck products. Oreck Corporation, et al. v. HCC Global Financial Products, LLC, et al., Civ. No. 2012-148 (Chancery Court, Putnam County, Tenn.). (Oreck strenuously objects to the false advertising allegations.) Oreck seeks recovery of liability limits remaining in two Directors, Officers and Organization Liability Insurance Policies as well as extra-contractual damages arising from the insurers' denial of Oreck's claim for insurance coverage for the false advertising allegations.

Schedule 5.7(b)

TO INFORMATION CERTIFICATE

Judgments/ Pending Litigation

IN RE: Oreck Corporation Halo Vacuum and Air Purifiers Marketing and Sales Practices Litigation, ML No. 12-2317 CAS (JEMx), USDC Central District of California, consolidating for pretrial purposes the following six cases:

Gina Chenier, et al. v. Oreck Corporation, Case No. CV11-05321 CAS (JEMx) (C.D. Cal.) (filed June 24, 2011);

Roxy Edge, et al. v. Oreck Corporation, et al., Case No. 2:11-cv-08725-CAS-JEM (C.D. Cal.) (filed October 21, 2011);

Teri Latta v. Oreck Corporation, Case No. 5:11-cv-01082-CAS-JEM (C.D. Cal.) (filed July 11, 2011);

Edward Paragin v. Oreck Corporation, et al., Case No. 1:11-cv-00580-SAS-KLL (S.D. Ohio) (filed August 23, 2011);

Gregory Ruscitti v. Oreck Corporation, Case No. 1:11-cv-03121 (N.D. Ill.) (filed May 10, 2011);

Scott Stiepleman v. Oreck Corporation, et al., Case No. 11-61861-WPD (S.D. Fla.) (filed August 19, 2011).

EEOC Complaint, Charles Derry, filed February 7, 2012

EEOC Complaint, Dwight Hartmark, filed November 10, 2011

Worker's Compensation Claim, Dana J. Golden, filed 6/1/12

Worker's Compensation Claim, Melissa Dufrese, filed 7/27/12

Worker's Compensation Claim, Virginia Choate, filed 4/13/12

Worker's Compensation Claim, Judith Rich, filed 5/13/10

Worker's Compensation Claim, Laura Davis, filed June 4, 2007

Worker's Compensation Claim, Patsey Young, filed September 28, 2011

Worker's Compensation Claim, Glenn Y. Chia, filed May 5, 2010

Worker's Compensation Claim, Deborah Bucher, filed August 26, 2011

Worker's Compensation Claim, Leslie Long, filed November 29, 2011

Worker's Compensation Claim, Nathan Burns, filed March 28, 2012

Worker's Compensation Claim, Andy Voorhees, filed December 21, 2006

Worker's Compensation Claim, Brenda Bilbrey, filed December 22, 2009

Worker's Compensation Claim, Jon D. Pearson, filed July 19, 2010

Worker's Compensation Claim, Glenda Williams, filed August 10, 2009

Worker's Compensation Claim, Wanda Dye, filed November 28, 2006

Worker's Compensation Claim, Kevin A. Brokus, filed February 4, 2011

Worker's Compensation Claim, Glenda F. Horn, filed February 11, 2008

Worker's Compensation Claim, Vivian Daniels, filed July 1, 2009

Schedule 5.12

TO INFORMATION CERTIFICATE

Environmental Compliance

None

Schedule 5.15

TO INFORMATION CERTIFICATE

Deposit Accounts; Investment Accounts

Part 1 - Deposit Accounts

Name and Address of Bank	Account No.	Purpose*
Capital One Bank Lockbox	7047321772	
Capital One Bank Disbursement Account	7047321780	
Capital One Money Market	7047321497	

Deposit Accounts at JPMorgan Chase Bank, N.A.:

Check Disb acct	621582154
Payroll	110220900
Homecare Op	110566629
Direct	110675290
Merchandising	110675304
Vecteur	110675371
OMC	110727967
Flexible Spending	639103373
Franchise Ser	707589768
Holdco1	937547958
Sales	1584640625
Corp	6907105377
Homecare London	0077046202

Misc. Oreck HomeCare, LLC Deposit Accounts:

PNC	8502146532
Nations	000102395697
Regions	638945659
NBD	205000147210
Norwest	3972769766
Wells Fargo	4159522986

Part 2 - Investment and Other Accounts

Name and Address of Broker or Other Institution	Account No.	Purpose	Types of Investments	Balance as of [Date]
None				

* For "Purpose" indicate either: "collection account" if proceeds of receivables or other assets are deposited in it, and note "lockbox" if it is subject to lockbox servicing arrangements with the applicable bank or "disbursement account" if it is a checking account or account used for transferring funds to third parties and note if it is used for a specific purpose, e.g., "payroll", "medical", "insurance", "escrow" etc. Also, please note any "zero balance" or other automatic sweep or investment sweep accounts.

Schedule 5.17

TO INFORMATION CERTIFICATE

Material Contracts

1. **Second Lien Credit Agreement, dated as of March 19, 2010, between Oreck Corporation; Oreck Direct, LLC; Oreck Merchandising, LLC; Oreck Homecare, LLC; Oreck Manufacturing Company; Oreck Sales, LLC; Vecteur, LLC; Oreck Franchise Services, LLC; Oreck Holdings, LLC; and Broadpoint Products Corp., and related documents**
2. **Master Supply and License Agreement between Suzhou EUP electric co ltd. and Oreck Manufacturing Company (under negotiation)**
3. **Supply and License Agreement between Simatelex Manufacturing Company Limited and Oreck Manufacturing Company (under negotiation)**
4. **Agreement Containing Consent Order, dated as of January 24, 2011, between the Federal Trade Commission and Oreck Corporation**
5. **Business Cooperation Agreement by and between Oreck Corporation and Oreck (Shenzhen) Management Consulting Co. Ltd.**
6. **The Management Agreement**

Schedule 5.19

TO INFORMATION CERTIFICATE

Existing Indebtedness*

SCHEDULE 5.19 INDEBTEDNESS

1. **Surety Bonds by Vecteur, LLC in favor of Liberty Mutual Insurance Company as follows:**

BOND #	PRINCIPAL	OBLIGEE	DESCRIPTION	AMOUNT	EFFECTIVE
3338666	Oreck Direct, LLC	State of Maine	Commercial Co-Venturer	$25,000.00	4/20/2009
3338667	Oreck Direct, LLC	State of Alabama	Commercial Co-Venturer	$10,000.00	4/20/2009
3338665	Vecteur, LLC	State of Arkansas	Telephonic Seller	$50,000.00	1/30/2009
3338664	Vecteur, LLC	State of California	Telephonic Seller	$100,000.00	1/30/2009
3338663	Vecteur, LLC	State of Rhode Island	Telephonic Seller	$30,000.00	4/20/2009
3338668	OMC	City of Cookeville	Utility Bond (Electric & Gas)	$183,900.00	4/20/2009
3338669	Vecteur, LLC	State of Massachusetts	Commercial Co-Venturer	10,000.00	

2. **Financing related to invoices pursuant to the Manufacturer's Financing Agreement, dated as of August 9, 1999, between Oreck Sales, LLC and Transamerica Commercial Finance Corporation and related letter from Oreck Corporation**
3. **Asset Purchase Agreement, dated as of August 3, 1998 between Oreck Corporation and Contico International, Inc. (Hoky Royalty Obligation)**
4. **First American Equipment Finance – Capital Lease**
5. **Vendor Agreements, dated as of September 25, 2006 and June 9, 2006 between GE Commercial Distribution Finance Corporation and Oreck Franchise Services, LLC**
6. **Promissory Note, dated March 19, 2010, payable from Oreck Corporation to ASP Oreck Management LLC in the original face amount of $1,750,000**
7. **Halo-UV Products, Non-Halo Products and Tooling Settlements, dated December 16, 2011 between Jetta Company Limited and Oreck Manufacturing Company**
8. **Termination and Cancellation of Lease, dated as of May 31, 2012, between David L Oreck and Oreck Corporation**
9. **The Industrial Development Board of the County of Montgomery, Tennessee Industrial Development Revenue Note, Series A and Amendment to Oreck Manufacturing Company and Vecteur LLC Leases, dated as of March 31, 2010 and related documents**
10. **Second Lien Credit Agreement, dated as of March 19, 2010, between Oreck Corporation; Oreck Direct, LLC; Oreck Merchandising, LLC; Oreck Homecare, LLC; Oreck Manufacturing Company; Oreck Sales, LLC; Vecteur, LLC; Oreck Franchise Services, LLC; Oreck Holdings, LLC; and Capital One Leverage Finance Corporation**
11. **Private Label Consumer Credit Card Program Agreement, dated as of October 30, 2009, between Oreck Corporation; Oreck Direct, LLC; Oreck Merchandising, LLC; Oreck HomeCare, LLC; Oreck Franchise Services, LLC; and GE Money Bank**

---

* Do not indicate debt or existing lender to be repaid with proceeds of initial disbursements of loans under Wells Fargo facility.

Schedule 5.26(b)

TO INFORMATION CERTIFICATE

Intellectual Property

PATENTS

PATENTS OWNED BY EACH GRANTOR

Oreck Holdings, LLC

See Schedule 5.26(b) Attachment A

Other Subject Grantors

None.

Patent Licenses; Grantor as Licensor

1. **Supply and License Agreement, dated as of December 15, 2009, between Oreck Corporation and Mastercraft Industries - license of patent to manufacture and sell CAP175 technology.**
2. **Master Supply and License Agreement between Suzhou EUP electric co ltd. and Oreck Manufacturing Company (under negotiation).**
3. **Supply and License Agreement between Simatelex Manufacturing Company Limited and Oreck Manufacturing Company (under negotiation)**
4. **Supply and License Agreement, dated as of August 27, 2009, between Oreck Manufacturing Company and Shanghai Neo.Tec Electron Co., Ltd.**

Patent; Licenses; Grantor as Licensee

1. **Supply and License Agreement between Simatelex Manufacturing Company Limited and Oreck Manufacturing Company (under negotiation)**
2. **Master Supply and License Agreement between Suzhou EUP electric co ltd. and Oreck Manufacturing Company (under negotiation)**
3. **Supply and License Agreement, dated as of August 27, 2009, between Oreck Manufacturing Company and Shanghai Neo.Tec Electron Co., Ltd.**

TRADEMARKS

OWNED TRADEMARK/TRADE NAMES

Oreck Holdings, LLC

See Schedule 5.26(b) Attachment B

Other Subject Grantors

None

Trademark Licenses; Grantor as Licensor

1. Grant of license to use "ORECK" mark and name under:
    a. License Agreement, dated as of January 1, 2009, between Oreck Corporation and Clean Source Technologies
    b. License Agreement, dated as of September 23, 2008, between Oreck Corporation and Edmar Corporation
    c. License Agreement, dated as of July 1, 2009, among Oreck Corporation and Mercury Floor Machines, Inc. and Edmar Corporation
    d. License Agreement, dated as of January 1, 2009, among Oreck Corporation and Sandia Plastics, Inc. and Edmar Corporation
    e. Supply and License Agreement, dated as of August 1, 2009, between Oreck Manufacturing Company and Ashland Distribution
    f. Supply and License Agreement, dated as of August 27, 2009, between Oreck Manufacturing Company and Shanghai Neo.Tec Electron Co., Ltd.
    g. Supply and License Agreement, dated as of May 29, 2009, between Oreck Manufacturing Company and Suzhou Best Clean Electrical Co., Ltd.
    h. Supply and License Agreement, dated as of December 12, 2008, among Oreck Franchise Services, LLC, Oreck Manufacturing Company, Oreck Corporation, Oreck Homecare, LLC and GBS Enterprises, Inc.
    i. Supply and License Agreement, dated as of October 28, 2009, between Oreck Manufacturing Company and Zhao Hui Filters (US) Inc.
    j. Supply and License Agreement, dated as of December 15, 2009, between Oreck Corporation and Mastercraft Industries
    k. Supply and License Agreement, dated as of November 16, 2009, among Oreck Corporation, Oreck Franchise Services, LLC, Oreck Homecare, LLC and Fragrant Passage Candle Co., LP (also includes license of "Oreck Clean Home Centers" trademark)
2. Merchant Agreement, dated as of September 23, 2008, between Oreck Corporation and Bill Me Later, Inc. and related addendums - license to display trade names, service marks and logos
3. Purchase and Sale Agreement, dated as of August 20, 2009, among Oreck Corporation, Oreck Franchise Services, LLC, Oreck Homecare, LLC, Electric Sweeper Service Company and Bonakemi Usa, Inc. - license of "ORECK" and "Oreck Clean Home Centers" name and trademark
4. QVC Merchandising Agreements
5. License Agreement, dated January 22, 1999, between Oreck Merchandising, LLC and Oreck Holdings, LLC and TelAmerica Media Incorporated, and related Agreement, dated June 16, 2000 - license of "Regina" trademark
6. License Agreement by and between Oreck Holdings, LLC and Aerus, LLC dated November 20, 2001 – license of "Vacuum Cleaner With Bowling Ball" trademark (76/160,904)

CHI 4237134
Case 3:13-bk-04009 Claim 33-1 Part 5 Filed 09/13/13 Desc Exhibit A - Credit Agmt
4 of 5 Page 17 of 40

7. License Agreement, dated September 1, 2001 by and between Oreck Holdings, LLC and Merry Maids, LP – license of Design Only Trademark (Registration 2,379,243) and Miscellaneous Design (pending trademark No. 75/830,722

8. Trademarks License Agreement, dated as of February 10, 2008, between Oreck Holdings, LLC and Oreck Floor Care Centers, Ltd. – license of the following trademarks – David Oreck (2.994,152), Oreck (2,734,838), Oreck and Design (stripe) (2,195,639), Oreck XL (2,471,040 and 1,143,124), X-Tended Life (1,119,923) and XL (2,511,871)

9. Trademark License Agreement, dated as of January 19, 2004, between Oreck Holdings LLC and ChemLink Laboratories LLC – license of the following trademarks – The O Monster Cleaner (2261668) and The O Monster Cleaner Plus (2261669)

Trademark Licenses; Grantor as Licensee

1. Private Label Agreement, between 3M Company ("3M") and Oreck Sales LLC - grant of license by 3M to use trademarks, tradenames or corporate logo

2. Ease-of-Use Commendation Promotional Agreement, dated as of February 19, 2009, between Oreck Corporation and The Arthritis Foundation, Inc. – license of Ease-of-Use Commendation logo

3. Merchant Agreement, dated as of September 23, 2008, between Oreck Corporation and Bill Me Later, Inc. and related addendums - license to display trade names, service marks and logos

4. Purchase and Sale Agreement, dated as of August 20, 2009, among Oreck Corporation, Oreck Franchise Services, LLC, Oreck Homecare, LLC, Electric Sweeper Service Company and Bonakemi Usa, Inc. - license of "BONA" name and trademark

5. License Agreement, dated as of April 11, 2003, between Oreck Corporation and David Oreck - license to use name and likeness

6. License Agreement, dated March 14, 1996, between World Triathlon Corporation and Oreck Corporation – license of "IRONMAN" and "IRONMAN TRIATHLON" trademarks

7. License Agreement Regarding the Use of the National Parenting Center's Seal of Approval for Website and Print Media, dated August 24, 2009, between Oreck Corporation and The National Parenting Center – license of National Parenting Center's Seal of Approval

8. Marketing Program Agreement between Oreck Corporation and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure.

9. Supply and License Agreement, dated as of November 16, 2009, among Oreck Corporation, Oreck Franchise Services, LLC, Oreck Homecare, LLC and Fragrant Passage Candle Co., LP - license of various trademarks to be used in advertising and sale of products.

COPYRIGHTS

COPYRIGHTS OWNED BY EACH GRANTOR

No copyrights are material to the conduct of the business.

Copyright Licenses; Grantor as Licensor

None

Copyright Licenses; Grantor as Licensee

1. Development Services Agreement, dated February 14, 2005, between Oreck Manufacturing, Inc. and SBC Designs - license of copyrightable materials related to components developed and supplied

Schedule 5.26(a)

TO INFORMATION CERTIFICATE

Owned Real Estate

The real property at 1400 Salem Road, Cookeville, TN 38506 is legally owned by the Industrial Development Board of the City of Cookeville, Tennessee, but is owned by Oreck Manufacturing Company for accounting purposes.

Case 8:13-bk-04009 Claim 33-1 Part 5 Filed 09/13/13 Desc Exhibit A - Credit Agmt
4 of 5 Page 19 of 40

Schedule 5.26C

Subject Grantor	Type & Model	Vehicle Number	Description of Lien	Location
Oreck Manufacturing Company	Ford F25	1FTHF26H2RNB34857	N/A	TN

Schedule 5.29

TO INFORMATION CERTIFICATE

Locations of Inventory and Equipment

Locations of Inventory, Equipment and Other Assets

Address	Owned/Leased/Third Party*	Name/Address of Lessor or Third Party, as Applicable
565 Marriott Drive, Suite 300 Nashville, TN 37214	Leased	**HR Nash, LLC and SVF Highland Ridge, LLC**
1400 Salem Road Cookeville, TN 38506	Leased	**Industrial Development Board of the City of Cookeville, Tennessee and Oreck Manufacturing Company**
Times Square Shopping Center 851 Willow Avenue, Suite 201 Cookeville, TN 38501	Leased	**Times Square, LLC**
2119 Burton Branch Rd. Algood, TN 38508	Leased	**Earl M. Huddleston, Jr. Family Partnership**

The following are all HomeCare, LLC leases:

Shopping Center Name and Address	Lease Notice Address
The Shoppes at Arbor Lakes Building A, Space A2 12497 Elm Creek Blvd. Maple Grove, Minnesota 55369 *Legal File: 40000* Lease info verified 2/9/10 dsm	**PRISA Arbor Lakes, LLC** a Delaware limited liability company c/o Prudential Real Estate Investors Two Prudential Plaza 180 North Stetson Avenue Suite 3275 Chicago, IL 60601 Attn: Lawrence Frank Fax: 312-861-4957

* Indicate in this column next to applicable address whether the locations is owned by the Company, leased by the Company or owned and operated by a third party (e.g., warehouse, processor, consignee, etc.)

Case 3:13-bk-04009 Claim 33-1 Part 5 Filed 09/13/13 Desc Exhibit A - Credit Agmt
4 of 5 Page 21 of 40

with copy to: Prudential Real Estate Investors 8 Campus Drive, 4th Floor Parsippany, NJ 07054 Attn: Law Department Fax: 973-683-1788	**with copy to:** **Cousins Real Estate Corporation** c/o Cousins Properties Incorporated 191 Peachtree Street NE, Ste 500 Atlanta, GA 30303-1740 Attn: Associate General Counsel-Retail
Center Place Shopping Center 17139 Southcenter Parkway Tukwila, WA 98188 *Legal File: 40004* **Lease info verified 2/9/10 dsm**	**Center Place Shopping Center, L.L.C.** c/o Henderson Global Investors 737 North Michigan Avenue Suite 1700 Chicago, IL 60611 Attn: Sean Dwyer with copy to: Megan Wolfinger, Esq.
	Property Management: Pinnacle Attn: Shannon Miller 635 Andover Park West, Ste 107 Tukwila, WA 98188 Phone: 206-575-3080
Superstition Marketplace 1155 S. Power Rd, Suite 101 Mesa, Arizona 85206 *Legal File: 40006* **Lease info verified 2/9/10 dsm**	**JBI Company, Inc.** Attn: Joel Bramoweth 7502 East Buena Terra Way Scottsdale, AZ 85250 Phone: 480-946-6949
Shea Scottsdale Shopping Center 10893 N. Scottsdale Rd., Ste 107/109 Scottsdale, Arizona 85254 *Legal File: 40007* **Lease info verified 2/27/10 dsm**	**c/o Arizona Partners Retail Investment Group, LLC** Attn: Property Manager 6621 N. Scottsdale Road Scottsdale, AZ 85250 Phone: 480-368-0111 x226 Fax: 480-368-0444 le@azpre.com
Mervyn's Plaza Shopping Center 2976 N. Alma School Rd. Suite 2 Chandler, AZ 85224 *Legal File: 40008* ***Lease info verified 5/11/2010***	**MPHS Plaza LLC** c/o M.A.P. International Management Inc. 1136 W. Baseline Road Mesa, AZ 85210 Attn: Michale Pollack, Mgr Phone: 480-888-0888

Lincoln Plaza 2505 S. 38th Street Unit A-114 Tacoma, WA 98409 *Legal File: 40013* ***Lease info verified 5/14/2010***	**Passco Lincoln H, LLC** **c/o GVA Kidder Mathews** **1201 Pacific Ave., Suite 1400** **Tacoma, WA 984020** **Jane Hughes, Sr. Prop. Mgr.** **Phone: 253-722-1438** **Email: jhughes@GVAKM.com**
Camelback Colonnade 1949 East Camelback Rd Suite 142, Space H-2 Phoenix, AZ 85016 *Legal File: 40015* ***Lease info verified 5/14/2010***	**Camelback Colonnade Associates** c/o Westcor Region - Macerich Attn: Mark Holder, Sr. Manager 11411 North Tatum Boulevard Phoenix, Az. 85028-2399 Phone: 602-953-6200; 602-953-6439 COI Info: Macerich Attn: Risk Management 401 Wilshire Blvd., 7th Floor Santa Monica, CA 90401 Mary Lou Ferro marylou.ferro@macerich.com
Providence Square Shopping Center 4101 Roswell Road Suite 904 Marrietta, Georgia 30062 *Legal File: 40017* ***Lease info verified 6/4/2010***	**SFERS Real Estate Corp. J.** c/o RREEF Management Company 3414 Peachtree Road, NE Suite 950 Atlanta, Georgia 30326 Attn: Charlotte Sweetland
	with copy to: Jones Lang LaSalle Americas, Inc. 3344 Peachtree Road NE Suite 1200 Atlanta, GA 30326 Attn: President and CEO, Retail
Ridge Square Shopping Center 12925 & 12929 Ridgedale Dr Minnetonka, Minnesota 55305 *Legal File: 40020*	**Ridge Square Properties** Elliot Wolson 11665 26th Avenue North Plymouth, MN 55441 Phone: 763-509-9999 Fax: 763-509-1831

The Plaza at Windward 5530 Windward Parkway Alpharetta, Georgia 30004 *Legal File: 40023* ***Lease Info verified 5/17/10***	**Plaza Star Associates, LLC** c/o American Star Development 1775 Woodstock Road Suite 150 Roswell, GA 30075-8222 Attention: William S. Havin, Jr. Phone: 770-650-3929
Fry's Marketplace 6661 W. Bell Road Bldg B, Suite 106 & 107 Glendale, Arizona 85308 *Legal File: 40025* ***Lease Info verified 5/17/10***	**Fry's Marketplace, LLC** c/o Maier Siebel Baber Attn: President and CEO 260 California Street, 5th Floor San Francisco, CA 94111 **with copy at same address to:** Senior VP - Asset Management
	also copy to: c/o CBRE Tucson Management Services 4750 North Oracle Rd., Ste 210 Tucson, Arizona 85705 Attn: Property Manager
The Satellite Shops of Gwinnett Place Mall **3360 Satellite Blvd., #4** Duluth, GA 30096 *Legal File: 40027* ***Lease Info verified 5/17/10***	**Latest Correspondence from LL from:** Wheeler/Kolb Management Co. One Sugarloaf Centre 1960 Satellite Boulevard, Ste 1300 Duluth, GA 30097 Tom Kolb, Executive VP Leasing 770-476-4801
Colonnade Shopping Center 869A West Eisenhower Pkwy Ann Arbor, MI 48103 *Legal File: 40033* ***Lease Info verified 5/17/10***	**8600 Associates Limited Partnership** 6735 Telegraph Road, Suite 110 Bloomfield Hills, MI 48301-3143 Tom Goldberg, President 8600 Corporation, General Partner Phone: 248-594-1000
Sterling Center **44525 Schoenherr Road** Space B-114 Sterling Heights, MI 48313 *Legal File: 40038* ***Lease Info verified 5/17/10***	Sterling Retail LLC 30555 Hoover Road Warren, MI 48093 Janice Quamstrom, Controller Phone: 586-786-7600 jan@gallocompanies.com
The Heights Shopping Center 26424 Ford Road Dearborn Heights, MI 48127 *Legal File: 40039* ***Lease Info verified 5/17/10***	The Heights Limited Partnership c/o Stuart Frankel, Property Mgr 1334 Maplelawn Drive Troy, MI 48084 Phone: 248-649-2924

Novi Town Center 26144 Ingersol Drive Novi, Michigan 48375 *Legal File: 40040* ***Lease Info updated 1/26/11***	Novi Town Center Investors, LLC c/o Madison Marquette Realty Services 26045 Town Center Drive Novi, Michigan 48375 Phone: (248) 347-3830
	3rd Amendment 2007, transmitted by: Colleen M. Doherty, Inc. Post Office Box 2326 Orange, CA 92859-0326 714- 532-4479
Hampton Village Shopping Center 2795 S. Rochester Store #26B Rochester Hills, MI 48307 *Legal File: 40041* ***Lease Info verified 5/17/10***	**3rd Amendment 2009 transmitted by:** **Centro Properties Group** 22054 Farmington Road Suite 4 Farmington, MI 48336 Bruce Lovering, Counsel Midwest Region 248-476-9504
Shores Shopping Center 31019 Harper St. Claires Shores, MI 48082 *Legal File: 40042* ***Lease Info verified 5/17/10***	**Professional Property Management Company of Michigan, Inc.** 2900 West Maple, Suite 321 Troy, MI 48084 Phone: 248-649-6320 George M. Nyman
The Corners Shopping Center 17682 W. Thirteen Mile Road Beverly Hills, MI 48025 *Legal File: 40043* ***Lease Info verified 5/17/10***	**The Corners Center, LLC** c/o Laurencelle Properties, Inc. 17400 W. 13 Mile Road Beverly Hills, MI 48025 Phone: 248-258-6200 Charles J. Laurencelle, President
Main Street at Town Center 440 Ernest W. Barrett Pkwy NW Suite 9 Kennesaw, GA 30144 *Legal File: 40050* ***Lease Info verified 5/17/10***	Westwood Financial Corp. 11440 San Vicente Blvd Suite 200 Los Angeles, CA 90049 Attn: MaryAnn Trebian Property Manager Phone: 214-346-0030
Rec'd notice dated 12/28/10 ownership change to Otay and property mgr change to Westwood.	**with copy to:** Westwood Financial Corp. 11440 San Vicente Blvd Suite 200 Los Angeles, CA 90049 Attn: Linda Harris, Asst. Prop. Mgr Phone: 972-284-0928 email: lindah@westfin.com

Tamarack Village Shopping Center 8446 Tamarack Village, #205 Woodbury, Minnesota 55125 *Legal File: 40053* ***Lease info verified 4/7/10 DSM***	**Tamarack Village Shopping Center LP** c/o Robert Muir Company ATTN: VP of Legal Relations 7650 Edinborough Way, Ste 375 Edina, MN 55435 Kathy Ostertag 952-857-2803
	With Copy to: Robert C. Muir 850 N.E. Fifth Avenue (Rear Bldg) Boca Raton, FL 33432
Fayette Pavilion Shopping Center, Unit No. 1 **100 Pavilion Parkway** Fayetteville, GA 30214 *Legal File: 40054* ***Lease Info verified 5/17/10***	**DDRTC Fayette Pavilion I and II LLC** c/o Developers Diversified Realty Corporation 3300 Enterprise Parkway Beachwood, OH 44122 Attn: Executive VP-Leasing **with copy to:** General Counsel at same address Patricia Flannery, Paralegal 216-755-5500 **Contact for leasing questions:** Kevin Jones 404-504-6738
Alderwood Parkway Retail Center 19220 Alderwood Mall Parkway Suite 150 Lynnwood, Washington 98036 *Legal File: 40062* ***Lease Info verified 5/19/10***	18323 Bothell-Everett Highway, #380 Bothell, WA 98012 Attention: Peter Biros, Property Mgr 425-424-3394 Fax: 425-424-0846
Snellville Plaza Shopping Center 2250 Scenic Highway N Suite C Snellville, Georgia 30078 *Legal File: 40066* ***Lease Info verified 5/19/10***	**Snellville Plaza, Ltd.** c/o M.&P. Shopping Centers 5025 Winters Chapel Road Suite M Atlanta, Georgia 30360 Attention: Mark Light Phone number: 770-689-0403
Douglasville Promenade Shopping Center 2911 Chapel Hill Road Space #225 Douglasville, GA 30135 *Legal File: 40067* ***Lease Info verified 5/20/10***	**Douglas Promenade LLC** c/o Riverwood Properties, LLC 210 Interstate North Circle Suite 50 Atlanta, GA 30339 Ron Chanin 770-955-7676

Maplewood Square Shopping Center 3035 White Bear Avenue Suite 17 Maplewood, Minnesota 55109 *Legal File: 40079* ***Lease Info verified 5/20/10***	**Maplewood Square Associates correspondence rec'd 8-5-09 from address below:** 95 South Owasso Boulevard W. Saint Paul, MN 55117 Phone: 651-484-0070
Oreck Outlet **7870 Plaza Boulevard** Mentor, OH 44060 *Legal File: 40085* ***Lease Info updated 1/26/11***	**The Sherwin-Williams Company** 11410 Alameda Drive Strongsville, OH 44149 Attn: Therese Passe Real Estate Dept. 440-846-4308
Springfield Square South Shopping Center 1001 Baltimore Pike Springfield, PA 19064 *Legal File: 40086* ***Lease Info verified 5/20/10***	**Springfield Square South, L.P.** c/o National Realty Corporation 1001 Baltimore Pike Springfield, PA 19064 Attn: Maureen Manzi 610-328-1700
McKnight-Siebert Shopping Center 4885 McKnight, Storeroom # 17 Pittsburgh, PA 15237 *Legal File: 40093* ***Lease Info verified 5/20/10***	**McKnight-Siebert Shopping Center** c/o Urban Villages, Inc. 437 Beaver Street Sewickley, PA 15143 Attn: Leasing Mgr Phone: 412-637-1009 Fax: 412-291-1965
Cranberry Crossing 10 St. Francis Way Suite 5 Cranberry Township, PA 16066 *Legal File: 40105*	**Walnut Capital Partners - Cranberry, L.P.** **c/o Walnut Capital Management, Inc.** 5500 Walnut Street, Suite 300 Pittsburgh, PA 15232 ATTN: Todd E. Reidbord
	with copy to: Cohen & Grigsby, P.C. 625 Liberty Avenue Pittsburgh, PA 15222-3152 Attn: William R. Taxay, Esq.
Concord Square Shopping Center 4443 Concord Pike Wilmington, DE 19803 *Legal File 40108* ***Lease Info verified 5/20/10***	**Concord Square Associates, LLC** c/o Capano Management Company 105 Foulk Road Wilmington, DE 19803 Attn: Karen Fini, Director Commercial Properties Phone: 302-429-8700

	With copy to: Robert J. Krapf, Esq. Richards, Layton & Finger P.O. Box 551 Wilmington, DE 19899
Century Square Shopping Center 3535-A Mountain View Dr West Mifflin, PA 15122 *Legal File: 40111* ***Lease Info verified 5/20/10***	**Century Square Improvements, LP** c/o DLC Management Corp. 580 White Plains Road Tarrytown, NY 10591 Phone: 914-631-3131
The Marketplace at Huntington Valley 2056 County Line Road Store No. 22 Huntingdon Valley, PA 19006 *Legal File: 40112* ***Lease Info verified 5/20/10***	**New Century Associates** 2010 County Line Road Huntington Valley, PA 19006 Stanley A. Casacio Phone: 215-355-9513 Fax: 215-355-8119
Woodfield Corners 110 E. Golf Road Schaumburg, IL 60173 *Legal File: 40114* ***Lease Info verified 5/20/10***	**PSJ, Inc.** c/o Horizon Management 1130 Lake Cook Road, Suite 280 Buffalo Grove, IL 60089 Claudia Hagan, Property Mgr Phone: 847-870-8585 Fax: 847-870-1888
Oreck Floor Care Center 5891 Mayfield Road Mayfield Heights, Ohio 44124 *Legal File: 40116* ***Lease Info verified 5/21/10***	**Irving Rosner** c/o Dworken & Bernstein Co. L.P.A. 55 Public Square 950 Illuminating Building Cleveland, Ohio 44113 Attn: Irving Rosner Phone: 216-861-4211 Fax: 216-861-1403
Scheuermann Plaza **3834 William Penn Highway** Monroeville, PA 15146-2128 *Legal File: 40118* ***Lease Info verified 5/21/10***	**DDK Real Estate Partnership, L.P.** c/o Daniel Scheuermann 432 Bayhill Drive Monroeville, PA 15146-2128 Phone: 412-607-9703
	With a Copy to: Diane Scheuermann DDK Real Estate Partnership LP 317 Maple Avenue Pittsburgh, PA 15218
Doylestown Shopping Center 414 North Main Street Doylestown, PA 18901 *Legal File: 40121* ***Lease Info updated 3/1/11***	**Jartown, L.P.** 555 City Avenue, Suite 1130 Bala Cynwyd, PA 19004 Marilyn Routhenstein, Lease Administrator Phone: 610-668-6200

St. Charles Place 615 South Randall Road, Suite 115 St. Charles, IL 60174 *Legal File: 40122* ***Lease Info verified 5/20/10***	**The John Wonais Partnership** 1025 Ogden Avenue Lisle, IL 60532 William J. Wonais, Partner Phone: 630-852-4125 Fax: 630-515-1825
Northpoint Shopping Center 446 E. Rand Road Arlington Heights, IL 60004 *Legal File: 45001* ***Lease Info verified 5/21/10***	**AmCap Northpoint LLC** 1281 E. Main Street, 2nd Floor Stamford, CT 06902 Attn: Ricki Singer, VP Phone: 203-327-2001
Fairfield Place Route 100 & Swedesfield RD, Shop K Exton, PA 19341 *Legal File: 45003* ***Lease Info verified 5/21/10***	**Exton/Whiteland Deveo** c/o R.J. Waters & Associates, Inc. 200 Old Forge Lane, Suite 201 Kennett Square, PA 19348 Attn: Kevin Lahn, VP Phone: 610-388-6600
Gateway Shopping Center 259 E. Swedesford Road Store #133 Wayne, PA 19087 *Legal File: 45007* ***Lease Info verified 5/21/10***	c/o Regency Centers Corporation One Independent Drive Suite 114 Jacksonville, FL 32202-5019 Attn: Lease Administration
	With a copy at same address to: Legal Dept. **With a copy to:** c/o Regency Centers Corporation 150 Monument Road, Suite 406 Bala Cynwyd, PA 19004 Attn: Property Management
The Shoppes at Flowers Mill 112 N. Flowers Mill Road Unit #3 Langhorne, PA 19047 *Legal File: 45010* ***Lease Info Verified 5/21/10***	**The Shoppes at Flowers Mill, L.P.** 1262 Wood Lane, Suite 207 Langhorne, PA 19407 John McGrath, Jr./Kathleen DiEnna 215-757-8664 (Lease notes Ste 103, corresp. From LL indicates Ste 207)
	With Copy to: Thomas R. Hecker, Esq. Begley, Carlin & Mandio 680 Middletown Boulevard Langhorne, PA 19047
Second Century Plaza 9386 W. 159th Street Space B-2 Orland Park, IL 60462 *Legal File: 45012* ***Lease Info Verified 5/21/10***	**Rockside LLC** c/o Terraco, Inc. 8707 Skokie Boulevard Suite 230 Skokie, IL 60077 Phone: 847-679-6660 Yelena Fedorova

Rosedale Commons 2480 Fairview Avenue Roseville, Minnesota 55113 *Legal File: 45011* ***Lease Info Verified 5/21/10***	**Tamurb Rosedale Commons LP** **c/o Welsh Companies, LLC** **4350 Baker Road, Suite 400** **Minnetonka, MN 55343** **Mark D. Parten, Sr. VP** **Property Management** **Phone: 952-897-7700**
	with copies at same address to: Attn: Rick Petersburg, Property Manager rpetersburg@welshco.com **and to:** Mr. Steven Cox Fabyanske, Westra, Hart and Thomson, P.A. 800 LaSalle Avenue, Ste 1900 Minneapolis, MN 55402
Webster-Wayne Shopping Center (fka) **Market Square Center** 2121 North Clybourn Ave. Chicago, IL 60614 *Legal File: 45014* ***Lease Info Verified 5/21/10***	**Webster-Wayne Shopping Center, Ltd.** c/o Palmarium Retail Management Attn: Kati Samuel 3460 N. Broadway Chicago, IL 60657 Phone: 773-327-4265 Cell: 773-301-2027
Wellington Center 5005 Peachtree Parkway Suite 830 Norcross, Georgia 30092 *Legal File: 45016* ***Lease Info Verified 5/21/10***	**Tepanyaki, Inc.** c/o Mr. Andy Fang 4228 Nobleman Pointe Duluth, GA 30097 **Property Mgr:** EBS Property Investments, LLC 3520 Piedmont Road, NE Suite 410 Atlanta, GA 30305 David M. Brooks Phone: 404-364-9529 or 404-364-9300 X102
Robinson Town Centre #Unit 302 1770 Park Manor Boulevard Pittsburgh, PA 15205 *Legal File: 45017* ***Lease Info verified 5/21/10***	**Park Associates** c/o Zamagias Properties The Times Building 336 Fourth Avenue Pittsburgh, PA 15222 ATTN: Vincent Zappa, VP & GC of Michael G. Zamagias Interests, Ltd. Phone: 412-391-7887

Gurnee Town Center 6951 Grand Avenue, #C2 Gurnee, Illinois 60031 *Legal File: 45018* ***Lease Info updated 3/1/11***	**Inland Western Gurnee, L.L.C.** c/o Inland US Management, LLC 2901 Butterfield Road Oak Brook, IL 60523
	with copy at same address to: Inland US Management, LLC Attn: Vice President
Centennial Lakes Plaza Shopping Center 7453 France Avenue South Building B Edina, Minnesota 55435 *Legal File: 45019* ***Lease Info verified 5/21/10***	**Centennial Lakes Plaza LLC** c/o NorthMarq Real Estate Services, LLC 28 State Street, 10th Floor Boston, MA 02109 Attn: Asset Manager-Centenial Plaza **Property Mgr:** NorthMarq Real Estate Services, LLC C/O NorthMarq Corporate Solutions 3500 American Blvd., W., Ste 200 Bloomington, MN 55431 Phone: 952-837-8506
Oakland Plaza 340 John R. Road Troy, Michigan 48083 *Legal File: 45021* ***Lease Info verified 5/21/10***	**Oakland Mall, Ltd.** 39577 Woodward Avenue Suite 220 Bloomfield Hills, MI 48304 **with copy to:** Oakland Mall LLC 412 W. 14 Mile Road Troy, MI 48083 248-585-4114 Fax: 248-585-2440
Bethlehem Pike Shopping Center 917 Bethlehem Pike, Suite C North Wales, PA 19454 *Legal File: 45023* ***Lease Info verified 5/21/10***	**General Hancock Partnership Enterprises, L.P.** c/o Sentry Property Management, Inc. 2312 North Broad Street Colmar, PA 18915 Attn: Property Manager 215-822-1830 x303

Townline Commons Shopping Center 555 E. Townline, Suite 27 Vernon Hills, IL 60061 *Legal File: 45029* ***Lease Info verified 5/21/10***	**Overlook Townline, LLC** c/o Mid-America Asset Management, Inc. One Parkview Plaza, Suite 900 Oakbrook Terrace, IL 60181 Attn: Property Manager Phone: 630-954-7230
Price's Corner Shopping Center Kirkwood Hwy @ Centerville Hwy Rt. 141, Space A-128 Wilmington, DE 19808 *Legal File: 45030* ***Lease Info verified 5/24/10***	**Jardel Co., Inc.** 555 City Avenue, Suite 1130 Bala Cynwyd, PA 19004 Attn: Marilyn Routhenstein, Lease Administrator Phone: 610-668-6200 Fax: 610-668-1810
Piedmont Peachtree Crossing 3330 Piedmont Road, Suite 21 Atlanta, GA 30305 *Legal File: 45031* ***Lease Info verified 5/24/10***	**Equity One (Southeast Portfolio) Inc.** 1600 N.E. Miami Gardens Drive North Miami Beach, FL 33179 Attn: Legal Dept.
	Property Management: Equity One Realty & Management SE, Inc. 1275 Powers Ferry Road SE Suite 100 Marietta, GA 30067 Jamie Crawford, Property Mgr Phone: 770-818-1328
West Lake Shopping Center 3207 Lake Avenue Unit 11-12A Wilmette, IL 60091 *Legal File: 45034* ***Lease Info verified 5/24/10***	**Chicago Title & Trust Company, as trustee under Trust #49177** P O Box 361 Winnetka, IL 60093 Attention: Dona M. Ragan, Westlake Plaza Management Phone: 847-441-5432

Palm Valley Pavilions West Not identified in Lease Goodyear, Arizona 85338 *Legal File: 45036* ***Lease Info verified 5/24/10***	**PVPW Corp.** c/o Heitman Capital Management 11601 Wilshire Boulevard Suite 2170 Los Angeles, CA 90025 ATTN: Paul Rezents
	with copy to: Heitman Capital Management 11601 Wilshire Boulevard Suite 2170 Los Angeles, CA 90025 310-689-1416
Norman Centre 1 1720 Washington Road Pittsburgh, PA 15241 *Legal File: 45038* ***Lease Info verified 5/24/10***	**Norman Centre Associates** c/o Crossgates Management, Inc. 3555 Washington Road McMurray, PA 15317 Attn: W. Reid Howe, CPM, VP Phone: 724-941-9240 x533
South Hill Center 4102 South Meridian Suite E-3 Puyallup, WA 98373 *Legal File: 45039* ***Lease Info verified 5/24/10***	**WRI-URS South Hill, LLC** PO Box 924153 Houston, TX 77293-4133 Attention: General Counsel
	Property Management: Weingarten Realty 2600 Citadel Plaza, Suite 300 Houston, TX 77008 Phone: 713-866-6884
Ardmore Plaza 44 Greenfield Plaza Ardmore, PA 19003 *Legal File: 45041* ***Lease Info verified 5/24/10***	**Fox Park Corporation** Ardmore Plaza Offices 50 Greenfield Avenue, Suite 201 Ardmore, PA 19003 Attn: Philip Hughes, Jr., President
	With copy to: Marc H. Jaffe, Esq. Fromhold, Jaffe & Adams Vilinova Center, Suite 220, 789 East Lancaster Avenue Villianova, PA 19085
Olmsted Plaza Shopping Center 4570 Great Northern Blvd North Olmsted, OH 44070 *Legal File: 45042* ***Lease Info verified 5/24/10***	**B&G Properties Limited Partnership** 26565 Miles Road, Suite 200 Warrensville Heights, OH 44128 Phone: 216-763-2210

Southport Shopping Center 15050 Cedar Ave., Space 113 Apple Valley, Minnesota 55124 *Legal File # 45043* ***Lease Info verified 5/24/10***	**Centro Bradley Southport Centre, LLC** c/o Centro Properties Group 420 Lexington Avenue, 7th Floor New York, NY 10170 Attention: Office of General Counsel, Property
	with copy to: c/o Centro Properties Group Attn: Amy Pupino, Paralegal 40 Skokie Boulevard, Suite 600 Northbrook, IL 60062 Phone: 847-562-4131
5105 Route 30 Greensburg, PA 15601 *Legal File: 45045* ***Lease Info verified 5/24/10***	**c/o Commerce Group** 1280 West Newport Center Drive Deerfield Beach, FL 33442 Martin E. O'Boyle Phone: 954-574-6888
	With copy to: Henry F. Miller, Esq. Cozen O'Connor 1900 Market Street The Atrium Fourth Floor Philadelphia, PA 19103
Oswego Commons 112 Northhampton Drive, Unit 17 Inland Building #36205 Oswego, IL 60543 *Legal File: 45050* ***Lease Info verified 5/24/10***	**c/o Inland US Management LLC** (property and leaseing manager) 2901 Butterfield Road Oak Brook, IL 60523 Attention: Stephanie Brennan, Property Manager Phone: 630-368-2278
Center Place Shopping Center 680 N.W. Gilman Boulevard, Suite A Issaquah, WA 98027 *Legal File: 45051* ***Lease Info verified 5/24/10***	**TOVAH CORPORATION** 1801 - 12th Avenue NW Issaquah, Washington 98027 Phone: (425) 392-6421
Greens of Strongsville Shopping Center 18050 Royalton Road Strongsville, OH 44136 *Legal File: 45053* ***Lease Info verified 5/24/10***	**Greens of Strongsville Trustee Annex, Ltd.** c/o Wald & Fisher, Inc. 3311 Richmond Road, Suite 200 Beachwood, OH 44122-4166 Attn: General Counsel Phone: 216-464-2000

Riverdale Village Central Shopping Center 12762 Riverdale Blvd. NW, Unit 31 Coon Rapids, Minnesota 55448 *Legal File: 45054* ***Lease Info verified 5/24/10***	**DDR MDT Riverdale Village Inner Ring LLC** c/o Developers Diversified Realty 3300 Enterprise Parkway Beachwood, OH 44122 Attention: Executive VP with copy at same address to: General Counsel Phone: 216-755-5500
Algonquin Commons 1708 S. Randall Road Algonquin, Illinois 60102 *Legal File: 45055* ***Lease Info verified 5/24/10***	**IN Retail Fund Algonquin Commons, LLC** **c/o Inland Commercial Property Management, Inc.** P.O. Box 9274 Oakbrook, IL 60522-9274 Mr. James M. Pratt Sr. Property Mgr 847-458-2700
	With Copy to: Dinsmore & Shohl LLP Attn: Richard B. Trunter, Esq. 255 East Fifth Street, Suite 1900 Cincinnati, OH 45202
Chandler Gateway Shopping Center 3400 West Chandler Boulevard Suite 3 (Space 3400 C) Chandler, Arizona 85226 *Legal File: 45056* ***Lease Info verified 5/24/10***	**Chandler Gateway Partners, LLC** c/o Westcor 11411 North Tatum Boulevard Phoenix, AZ 85028 Attn: Sarah White, Manager, Operations Paralegal Phone: 602-953-6293
Dorchester Towers 155 West 68th Street/ 2003 Broadway New York, New York *Legal File: 20053* ***Lease Info verified 5/24/10***	c/o Ogden Cap Properties, LLC 390 Park Avenue, Suite 600 New York, New York 10022
The Plaza at Mall of Georgia 3350 Buford Drive, Suite 110 Buford, GA 30519 *Legal File: 45063* ***Lease Info verified 5/25/10***	**Highway 20 Shops, LLC** c\o American Star Development 1775 Woodstock Road, Ste 150 Roswell, GA 30075 ATTN: Howard E. Bowen, Manager Phone: 770-650-3939

Cost Plus Plaza 6111 North Division Street Spokane, WA 99208 Phone: 509-489-3838 Fax: 509-489-7422 *Legal File: 40131* ***Lease Info verified 5/25/10***	**Teton LLC** c/o Tombari Properties Attn: Terence M. Tombari, CEO 4102 South Regal Ave., Suite 202 Spokane, WA 99223 Phone: 509-458-5542 Jewel Smalley, Controller
Olympia Square **3430 Pacific Ave. SE** **Olympia, WA 98501** *Legal File 40097* ***Lease Info verified 5/25/10***	**PK I Olympia Square LLC** C/O Kimco Realty 3333 New Hyde Park Road Suite 100 P.O. Box 5020 New Hyde Park, NY 11042-0020 Attn: Lease Administrator Phone: 516-869-7182
770D N Jefferson Avenue Cookeville, TN 38501 *Legal File: 40132* ***Lease Info verified 5/25/10***	**Cookeville USC Holdings, LLC** Riverview Tower 900 S. Gay St., Suite 1600 Knoxville, TN 37902 Phone: 865-803-7777
Northern Hills Shopping Center **95-105 Buckland Hills Drive** **Manchester, CT 06042** *Legal File: 45159* ***Lease Info verified 5/25/10***	**Centro Bradley Northern Hills LLC** c/o Centro Properties Group 131 Dartmouth Street Boston, MA 02116-5134 Attn: Office of Regional Counsel Phone: 617-247-2200
Elm Plaza **Elm Street & I91** **Enfield, CT 06082** *Legal File: 45138* ***Lease Info verified 5/25/10***	**3333 New Hyde Park Road** **Suite 100** **P.O. Box 5020** **New Hyde Park, NY 11042-0020**

	Property Manager: Kimco Realty Attn: David Salvage Same address as Notice for LL dsalvage@kimcorealty.com 860-561-0545
Bishop's Corner Shopping Center **345 North Main Street** **West Hartford, CT 06117** *Legal File: 45144* ***Lease Info verified 5/25/10***	**Bishop's Corner Realty LLC** c/o Centercorp Retail Properties 600 Lorring Avenue Salem, MA 01970 978-741-4740 terri@centercorpretail.com Terri L. Disjardins, Director of Property Maintenance
	With copy to: Dionne & Gass, LLP 131 Dartmouth Street Boston, MA 02116 Attn: Joshua M. Bowman, Esq. Phone: 617-723-3300
Gateway Plaza One Shopping Center **499-45 Sunrise Highway** **Patchogue, NY 11772** *Legal File: 45020* ***Lease Info verified 5/25/10***	**Patchogue Realty Associates, LLC** c/o Pergament Investments, Inc. 1500 Old Northern Boulevard Roslyn, NY 11576-1126 Phone: 516-484-8800
Joannn's Plaza **3105 Berlin Turnpike, Ste 3117** **Newington, CT 06111** *Legal File: 45145* ***Lease Info verified 5/25/10***	**CERES-NEWINGTON ASSOCIATES, LLC** c/o MJB Real Estate Services Corp. 260 A Quarry Road Milford, CT 06460 Prop Mgr- Nadar 860-930-4148
	with copy to: CERES-NEWINGTON ASSOCIATES, LLC c/o Gilman Management Corp. 55 Watermill Lane Great Neck, NY 11021

Main Street Center 33 U.S. 41 Schererville, IN 46375 *Legal File: 45165* ***Lease Info verified 5/25/10***	**BCFT, LLC** c/o Boyer Properties, Inc. 9901 Express Drive, Suite B, Highland, IN 46322 ATTN: Bruce Boyer bruce@boyerconstruction.com
9475 East Roosevelt Boulevard and 2525 Grant Avenue Philadelphia, PA 19114 *Legal File: 45166* ***Lease Info verified 5/25/10***	**Grant One Associates, L.P.** **c/o Vision Properties, LLC** 633 West Germantown Pike Suite 104 Plymouth Meeting, PA 19462 Attn: Steven D. Brand
	with copy to: **Kaplin Stewart Meloff Reiter & Stein, P.C.** 910 Harvest Drivce Blue Bell, PA 19422-0765 Attn: Scott C. Butler, Esq. Phone: 610-941-2560 Email: sbutler@kaplaw.com
Rainbow Promenade Shopping Center 2021 N. Rainbow Blvd., Suite 104 Las Vegas, Nevada 89108 *Legal File: 28043*	**c/o Kimco Realty Corporation - #1508A** **Attn: Legal Department** **1621 B- South Melrose Drive** **Vista, CA 92081**
Stephanie Street Power Center 509D North Stephanie Street Las Vegas, Nevada 89014 *Legal File: 28043*	**HIP Stephanie, LLC** **78-401 Highway 111** **Suite C** **La Quinta, CA 92253**
	851 SW 6th Avenue, Suite 550 **Portland, OR 97208-4500**
	c/o Kimco Realty Corporation - #1508A **Attn: Legal Department** **3333 New Hype Park Road** **Suite 100, P.O. Box 5020** **New Hyde Park, NY 11042-0020**

Bluemound Centre 17395 C West Bluemound Rd., Brookfield, WI 53045 *Legal File: 45098*	**Richter Realty & Investment, Inc.** **c/o Thomas L. Richter, President** **18650 West. Corporate Dr.,** **Suite 103** **Brookfield, WI 53045** **262-789-2200 - Office**
	with copy to: **William Invie Shroyer, Esq.** **Reinhart Boerner Van Deuren s.c.** **1000 North Water Street,** **Suite 1700** **Milwaukee, WI 53202**
	Property Manager: **Jennifer Pennington** **same address as LL** **jenniferp@richter-co.com** **262-923-0582 - Mobile**
81 Albany Turnpike Canton, CT 06019 Legal File 20762	**Canton West, LLC** **c/o Kaoud Oriental Rugs** **17 South Main Street** **West Hartford, CT 06107** **Abe Kaoud** **Phone: 860-233-6211**
Sawmill Columbus, OH	
Reynoldsburg, OH	
Polaris Columbus, OH	
6303 South Westnedge Avenue **Portage, MI** Legal File: 40075	**c/o Terry Putterson** **7950 Moorsbridge Road** **Portage, MI 49024**
3450 Alpine Avenue, NW **Suite 3454** **Walker, MI 49544**	**c/o CWD Real Estate Investment** **15 Ionia SW, Ste. 630** **Grand Rapids, MI. 49503** **Phone: 616-726-1700**
14717 Aurora Avenue, N. **Seattle, WA 98133** *Lease File: 45170*	c/o Asset Realty Group 121 Lake Street South, Ste 201 Kirkland, WA 98033
Fargo, ND	
Nashua, NH	

Ohio Valley Mall **68041 Mall Ring Rd.** **St. Clairsville, OH 43950** Legal File: 45065 Lease Info verified 5/25/10 Letter Agreement dated 1/7/11 LL approving use as Outlet Store & changing signage.	**Ohio Valley Mall Company** **2445 Belmont Avenue** **P.O. Box 2186** **Youngstown, OH 44504-0186** **Attention: Legal Department** **Phone: 330-747-2661 Contact is Chris Conners, ext 246**
Fayette Crossing Shopping Center 211 Walmart Drive Uniontown, PA 15401 *Legal File: 45066* ***Lease Info verified 5/26/10***	**Fayette Crossing Building Associates, LLC** c/o Riverview Management Co. 1765 Merriman Road Akron, OH 44313 Attn: Anthony A. Petrarca, President Phone: 330-836-0721
The Galleria at Pittsburgh Mills 590 Pittsburgh Mills Circle Tarentum, PA 15084 *Legal File: 10074*	**Zamias Services, Inc.** 300 Market Street Johnstown, PA 15901 Attn: Daniel J. Prohonic, VP of Specialty Leasing Phone: 814-535-3563
14220 NE 20th Street Suite B Bellevue, WA 98007 *Legal File: 40084*	**CTC Properties, LLC** c/o Nickols Realty L.L.C. 14341 NE 21st Street Suite B Bellevue, WA 98007 Attn: Property Mgr Phone: 425-641-4872

The following are all plants that contain some tooling.

Chinese Suppliers:

Johnson Electric International limited	Xin Er Industrial Village, Shajing Town, BoaAn District,Shenzhen, PRC 518125
Letex Enterprises	No 2, Liging South Road, ShijingLiwn Village, Pingshan Town Langgang Area, Shenzhen, PRC 518108
Ningbo Lian Electronics	No 99 Cheng Shan Bei Road, Feng Hua City, Zhejiang, PRC
Pan'An Jinguang Plastic Company	138 Fangrong Rd, Jinghua City, Zhejiang Province ,PRC 322302
Shanghai Neo Tec	**4501 Hu Qing ping Highway, Hong Cheng Industrial Zone, Shanghai, PRC 201700**
Suzhou Deluxe Electric Co., LTD.	89 Xiangyang Road,Suzhou New District, Suzhou, PRC

Suzhou EUP Electrical Co. LTD.	89 Xiangyang Road,Suzhou New District, Suzhou, PRC
Suzhou Shaungrong Rubber and Plastic Co.	East Chunshebhu Road, Xiancheng Economic developemnt Zone, Suzhou New District, Suzhou, PRC
Sumeng Cleaning Appliance Co.	68 Xinting Road, Suzhou New District, Suzhou, PRC 215151
Vesta Electronic & Appliance (H.K.) co., Ltd.	No. 34 8th Road of Science and Technology, Zhuhai City, Guangdong, PRC
Jetta Industries Co LTD.	Cai Xin Lu, Liang Di, Bu Gong Ye Qu, Lan He Zhen pan Yu Qu, Guangzhou Shi, PRC 511480

US Suppliers:

CLARK RUBBER & PLASTIC CO	P O BOX 299 , Mentor OH 44061-0299
EMPIRE DIE CASTING COMPAN	635 East Highland Rd, Macedonia, OH 44056
GENLABS	PO Box 1697, Chino, CA 91708
LMR PLASTICS	PO Box 1448, Greenville, TN 37744
PLASTIFLEX COMPANY, INC.	2101 Sherrill Dr, Statesville, NC 28625
VALLEY EXTRUSIONS, LLC	795 Roble Rd, Allentown, PA 18109

Schedule 7.15

TO INFORMATION CERTIFICATE

None

Schedule 7.16

TO INFORMATION CERTIFICATE

Inventory With Bailee, Warehouseman, Processor, etc.

NONE

SCHEDULE 5.26(b) ATTACHMENT A- COMPLETE ORECK PATENT AND PATENT APPLICATION PORTFOLIO

UNITED STATES ISSUED PATENTS

COMPANY	APPLICATION NUMBER	PATENT NUMBER	TITLE
ORECK HOLDINGS, LLC	07/975,627	5,355,542	ORBITER FLOOR MACHINE
ORECK HOLDINGS, LLC	08/035,184	5,355,548	APPARATUS COMPRISING AN ELECTRIC MOTOR WITH VARIABLE MOTOR POWER
ORECK HOLDINGS, LLC	08/067,199	5,363,534	VACUUM CLEANER AND SUCTION TUBE FOR USE WITH A VACUUM CLEANER
ORECK HOLDINGS, LLC	08/086,752	5,311,638	CLEANING DEVICE
ORECK HOLDINGS, LLC	08/266,762	5,584,095	VACUUM CLEANER HAVING IMPROVED STEERING FEATURES
ORECK HOLDINGS, LLC	08/412,451	5,794,297	CLEANING MEMBERS FOR CLEANING AREAS NEAR WALLS USED IN FLOOR CLEANER
ORECK HOLDINGS, LLC	08/511,377	5,632,060	VACUUM CLEANER WITH AGITATION MEMBER DRIVE BELT ACCESS PANEL
ORECK HOLDINGS, LLC	08/949,411	6,055,703	UPRIGHT VACUUM CLEANER HAVING IMPROVED STEERING APPARATUS WITH A LOCK OUT FEATURE
ORECK HOLDINGS, LLC	09/060,457	6,094,776	BRUSH AND SPACER ASSEMBLY FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	09/107,710	6,033,451	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	09/287,387	6,277,164	BALANCED FLOW VACUUM CLEANER BAG INTERFACE
ORECK HOLDINGS, LLC	09/287,401	6,280,506	VACUUM CLEANER INNER BAG
ORECK HOLDINGS, LLC	09/287,482	6,348,106	APPARATUS AND METHOD FOR MOVING A FLOW OF AIR AND PARITCULATE THROUGH A VACUUM CLEANER
ORECK HOLDINGS, LLC	09/287,484	6,148,473	BALANCED FLOW VACUUM CLEANER
ORECK HOLDINGS, LLC	09/287,578	6,243,916	BALANCED FLOW VACUUM CLEANER CONDUITS
ORECK HOLDINGS, LLC	09/347,692	6,539,575	AGITATOR FOR A CLEANING MACHINE WITH MATERIAL CUTTING CHANNEL
ORECK HOLDINGS, LLC	09/417,032	6,198,195	HIGH EFFICIENCY MOTOR FOR LOW VELOCITY, HIGH VOLUME FAN AND OTHER APPLICATIONS
ORECK HOLDINGS, LLC	09/496,565	6,379,408	MOUNTING AND CLOSURE STRUCTURE FOR A BAG, SUCH AS A VACUUM CLEANER BAG
ORECK HOLDINGS, LLC	09/569,893	6,301,744	METHOD FOR DRAWING A FLOW OF AIR AND PARTICULATES INTO A VACUUM CLEANER
ORECK HOLDINGS, LLC	09/619,799	6,393,656	BELT-MOUNTED VACUUM APPARATUS

			AND METHODS
ORECK HOLDINGS, LLC	09/659,156	6,246,133	HIGH EFFICIENCY MOTOR FOR LOW VELOCITY, HIGH VOLUME FAN AND OTHER APPLICATIONS
ORECK HOLDINGS, LLC	09/675,268	6,442,793	HANDLE AND EXHAUST DUCT COUPLING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	09/675,269	6,406,507	APPARATUS AND METHODS FOR SUPPORTING AND SHIELDING FLEXIBLE OUTER BAGS OF VACUUM CLEANERS
ORECK HOLDINGS, LLC	09/675,277	6,484,348	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	09/675,472	6,381,804	APPARATUS FOR CONDUCTING AIR INTO BAGS OF VACUUM CLEANERS
ORECK HOLDINGS, LLC	09/675,473	6,446,303	BAG ASSEMBLY FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	09/675,474	6,484,349	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	09/675,475	6,446,304	MID-LEVEL HANDLE FOR FLOOR CARE HOLDEVICE AND METHOD OF USING HANDLE
ORECK HOLDINGS, LLC	09/675,486	6,511,548	METHOD AND APPARATUS FOR DELIVERING FRAGRANCE USING A FLOOR CARE DEVICE
ORECK HOLDINGS, LLC	09/678,280	6,499,183	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	09/708,311	6,434,786	EDGE CUTTING APPARATUS FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	09/991,757	6,553,599	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING AT LEAST ONE ANTI-INGESTION BAR
ORECK HOLDINGS, LLC	09/992,349	6,497,002	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING SIDE BRUSHES
ORECK HOLDINGS, LLC	09/992,386	6,490,755	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT AND A SIDELIGHT
ORECK HOLDINGS, LLC	10/013,174	6,473,933	BELT-MOUNTED VACUUM APPARATUS AND METHODS
ORECK HOLDINGS, LLC	10/086,221	RE38,842	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	10/141,472	6,792,649	CONTOURED INTAKE DUCTS AND FAN HOUSING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	10/238,471	7,024,724	VACUUM, CLEANER BAG DOCKING ASSEMBLY

ORECK HOLDINGS, LLC	10/277,558	6,637,067	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	10/410,004	7,765,640	VACUUM CLEANER CORD MANAGEMENT
ORECK HOLDINGS, LLC	10/672,481	7,246,409	MANUALLY-POWERED FLOOR SWEEPER WITH VACUUM PORT
ORECK HOLDINGS, LLC	10/679,929	7,143,471	VACUUM CLEANER ATTACHMENT
ORECK HOLDINGS, LLC	10/693,299	7,293,325	VACUUM CLEANER BASE PLATE
ORECK HOLDINGS, LLC	10/700,875	7,325,271	CLAMP DEVICE FOR REMOVABLY ATTACHING A VACUUM CLEANER COMPONENT TO A STRUCTURE
ORECK HOLDINGS, LLC	10/716,687	7,722,491	POWER SHAFT INCLUDING A BELT RETAINING GEOMETRY
ORECK HOLDINGS, LLC	10/764,385	RE38,998	BALANCED FLOW VACUUM CLEANER
ORECK HOLDINGS, LLC	10/808,062	7,360,277	VACUUM CLEANER FAN UNIT
ORECK HOLDINGS, LLC	10/818,326	7,305,736	HEIGHT ADJUSTMENT APPARATUS FOR A ROTATABLE COMPONENT OF A VACUUM CLEANER
ORECK HOLDINGS, LLC	10/818,728	7,533,440	INTEGRAL VACUUM CLEANER BUMPER
ORECK HOLDINGS, LLC	10/822,925	7,048,783	VACUUM CLEANER AIR/LIQUID SEPARATOR
ORECK HOLDINGS, LLC	10/823,181	7,210,194	AIRFLOW SENSOR SYSTEM FOR MONITORING AIR INLET AIRFLOW AND AIR OUTLET AIRFLOW OF A VACUUM CLEANER
ORECK HOLDINGS, LLC	10/972,799	7,241,330	AIR CLEANER ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	10/994,017	7,398,579	ERGONOMIC APPLIANCE HANDLE
ORECK HOLDINGS, LLC	11/023,113	7,713,330	TOWER IONIZER AIR CLEANER
ORECK HOLDINGS, LLC	11/042,746	7,316,729	AIR CLEANER WITH IMPROVED AIRFLOW
ORECK HOLDINGS, LLC	11/148,056	7,316,736	CARBON FILTER PANEL FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	11/349,800	7,258,709	VACUUM, CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	11/350,713	7,670,400	MOTOR MOUNT ASSEMBLY FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	11/351,189	7585344	AIR CLEANER AIRFLOW SHAPER
ORECK HOLDINGS, LLC	11/360,044	7,507,980	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Safety Switches)
ORECK HOLDINGS, LLC	11/360,045	7,444,711	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Heat Dissipation System)
ORECK HOLDINGS, LLC	11/360,046	7,476,885	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Protruding Member)

ORECK HOLDINGS, LLC	11/364,171	7,794,518	FILTER SYSTEM FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	11/364,444	7,857,890	AIR CLEANER INCLUDING OZONE REMOVAL
ORECK HOLDINGS, LLC	11/405,723	7,306,655	CORONA GROUND ELEMENT
ORECK HOLDINGS, LLC	11/405,751	7,306,648	RETAINER FOR USE WITH A CORONA GROUND ELEMENT OF AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	11/405,778	7,481,870	ELECTRODE WIRE FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	11/405,779	7,291,206	PRE-IONIZER FOR USE WITH AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	11/405,861	7,276,106	ELECTRODE WIRE RETAINING MEMBER FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	11/412,463	7,775,337	MAGNETIC CLUTCH
ORECK HOLDINGS, LLC	11/431,313	7,264,659	PLATE FASTENER FOR AN ELECTROSTATIC PRECIPITATOR CELL
ORECK HOLDINGS, LLC	11/446,902	7,411,133	VACUUM CLEANER CORD MANAGEMENT SYSTEM
ORECK HOLDINGS, LLC	11/479,072	7,857,884	AIR CLEANER INCLUDING AN IMPROVED AIRFLOW PATH
ORECK HOLDINGS, LLC	11/487,912	7,357,828	AIR CLEANER INCLUDING CONSTANT CURRENT POWER SUPPLY
ORECK HOLDINGS, LLC	11/488,301	7,597,749	FRAME FOR ELECTROSTATIC PRECIPITATOR CELL
ORECK HOLDINGS, LLC	11/488,335	7413594	ELECTRICAL POWER DISABLE IN AN AIR CLEANER
ORECK HOLDINGS, LLC	11/492,405	7,669,901	DOOR SAFETY LATCH FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	11/499,595	7,547,352	AIR CLEANER CONDUCTOR SYSTEM
ORECK HOLDINGS, LLC	11/500,816	7,625,424	AIR CLEANER AND SHUT-DOWN METHOD
ORECK HOLDINGS, LLC	11/502,983	7,938,896	AIR CLEANER INCLUDING TOUCH POINTS
ORECK HOLDINGS, LLC	12/106,203	8,112,841	ULTRAVIOLET VACUUM CLEANER WITH SAFETY MECHANISM
ORECK HOLDINGS, LLC	12/352,358	7,923,707	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Protruding Member)
ORECK HOLDINGS, LLC	12/359,523	7,691,187	ELECTRODE WIRE FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	12/537,439	7,811,348	AIR CLEANER AIRFLOW SHAPER
ORECK HOLDINGS, LLC	12/627,224	7,857,893	AIR CLEANER AND SHUT-DOWN METHOD
ORECK HOLDINGS, LLC	29/064,740	D399,615	STEAM CLEANER
ORECK HOLDINGS, LLC	29/078,030	D403,479	UPRIGHT VACUUM CLEANER
ORECK HOLDINGS, LLC	29/078,033	D398,723	UPRIGHT VACUUM CLEANER
ORECK HOLDINGS, LLC	29/078,034	D403,480	UPRIGHT VACUUM CLEANER

ORECK HOLDINGS, LLC	29/083,887	D419,730	UPRIGHT VACUUM CLEANER
ORECK HOLDINGS, LLC	29/086,518	D429,043	WHEEL AND EDGE-CLEANING BRUSH ATTACHMENT FOR VACUUMS
ORECK HOLDINGS, LLC	29/103,011	D424,261	HANDLE FOR USE WITH VACUUM CLEANERS AND OTHER DEVICES
ORECK HOLDINGS, LLC	29/103,012	D438,679	VACUUM CLEANER HEAD
ORECK HOLDINGS, LLC	29/103,013	D437,093	HANDLE FOR A FLOOR MACHINE OR OTHER DEVICE
ORECK HOLDINGS, LLC	29/103,014	D428,539	VACUUM CLEANER
ORECK HOLDINGS, LLC	29/103,015	D433,202	VACUUM CLEANER HOUSING
ORECK HOLDINGS, LLC	29/103,851	D429,395	HANDLE FOR A VACUUM CLEANER OR OTHER DEVICE
ORECK HOLDINGS, LLC	29/116,352	D435,153	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/116,364	D435,323	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/116,370	D435,709	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/116,371	D450,897	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/117,629	D435,947	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/117,631	D435,324	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/117,634	D436,426	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/125,825	D447,295	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/125,827	D446,366	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/125,830	D448,531	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/125,836	D445,976	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/125,840	D445,977	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/125,841	D445,978	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,236	D451,253	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,237	D455,240	CONTAINMENT MEMBER FOR VACUUM APPARATUS
ORECK HOLDINGS, LLC	29/130,238	D449,906	CONTAINMENT MEMBER FOR FLOOR APPARATUS
ORECK HOLDINGS, LLC	29/130,239	D488,896	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,240	D460,226	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,241	D448,532	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,242	D448,897	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,243	D452,984	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,244	D449,907	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,247	D450,411	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,249	D449,139	CONTAINMENT MEMBER FOR FLOOR

			CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,250	D449,721	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,251	D448,533	CONTAINMENT MEMBER FOR FLOOR APPARATUS
ORECK HOLDINGS, LLC	29/130,254	D456,965	VACUUM HEAD HOUSING
ORECK HOLDINGS, LLC	29/130,258	D448,898	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,259	D448,899	CONTAINMENT MEMBER FOR FLOOR APPARATUS
ORECK HOLDINGS, LLC	29/130,301	D449,908	CONTAINMENT MEMBER FOR FLOOR APPARATUS
ORECK HOLDINGS, LLC	29/130,302	D448,900	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,303	D448,901	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,310	D449,140	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,312	D449,141	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,313	D449,413	CONTAINMENT MEMBER FOR FLOOR CARE APPARTUS
ORECK HOLDINGS, LLC	29/130,314	D447,294	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,315	D466,894	CONTAINMENT MEMBER FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,316	D448,902	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,317	D449,142	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,318	D456,966	VACUUM HEAD HOUSING HAVING A HEADLIGHT AND A SIDELIGHT
ORECK HOLDINGS, LLC	29/130,327	D448,903	CONTAINMENT MEMBER FOR FLOOR APPARATUS
ORECK HOLDINGS, LLC	29/130,328	D448,904	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,329	D448,129	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,330	D449,722	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,331	D449,723	CONTAINMENT FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/130,331	D449,723	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/152,296	D480,850	VACUUM CLEANER HEAD
ORECK HOLDINGS, LLC	29/158,889	D482,166	BELT MOUNTED VACUUM CLEANER
ORECK HOLDINGS, LLC	29/180,920	D493,925	CONTAINMENT MEMBER FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	29/214,686	D519,695	CARPET CLEANER
ORECK HOLDINGS, LLC	29/265,063	D563,538	AIR PURIFIER
ORECK HOLDINGS, LLC	29/267,534	D551,330	AIR PURIFIER

ORECK HOLDINGS, LLC	29/341,364	D629,879	AIR CLEANER WITH ROUNDED END
ORECK HOLDINGS, LLC	29/350,038	D629,980	UPRIGHT VACUUM CLEANER INCLUDING STEERING APPARATUS
ORECK HOLDINGS, LLC	29/357,161	D640,022	Portable Canister Vacuum -- Flash
ORECK HOLDINGS, LLC	29/360,847	D654,641	UPRIGHT VACUUM WITH ATTACHMENT

UNITED STATES PATENT APPLICATIONS

COMPANY	APPLICATION NUMBER	TITLE
ORECK HOLDINGS, LLC	11/349,011	AIR CLEANER FOR OZONE AND VOLATILE ORGANIC COMPOUND (VOC) REMOVAL
ORECK HOLDINGS, LLC	11/360,189	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Airtight Bulb Chamber)
ORECK HOLDINGS, LLC	11/434,003	FILTER SYSTEM FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	11/481,321	AIR CLEANER NIGHTLIGHT
ORECK HOLDINGS, LLC	11/481,376	AIR CLEANER AND AIR CLEANER DIAGNOSTIC PROCESS
ORECK HOLDINGS, LLC	11/501,299	AIR CLEANER AND AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	11/502,661	AIR CLEANER AND AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	11/676,347	ORBITAL BRUSH FOR AN ORBITAL FLOOR BRUSH MACHINE
ORECK HOLDINGS, LLC	11/739,747	METHOD AND APPARATUS FOR ILLUMINATING AND REMOVING IRBORNE IMPURITIES WITHIN AN ENCLOSED CHAMBER
ORECK HOLDINGS, LLC	12/197,702	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION
ORECK HOLDINGS, LLC	12/359,097	Tilt Sensor for Cleaning Device
ORECK HOLDINGS, LLC	12/410,019	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Safety Switches)
ORECK HOLDINGS, LLC	12/535,520	Air Cleaner with Photo-Catalytic Oxidizer
ORECK HOLDINGS, LLC	12/535,580	Air Cleaner with Multiple Orientations
ORECK HOLDINGS, LLC	12/615,972	ROTATABLE COUPLING FOR STEERING VACUUM CLEANER
ORECK HOLDINGS, LLC	12/771,305	METHOD FOR DETECTING OBSTRUCTION IN VACUUM CLEANER AIRFLOW
ORECK HOLDINGS, LLC	12/771,363	UPRIGHT VACUUM WITH REDUCED NOISE
ORECK HOLDINGS, LLC	12/771,865	UPRIGHT VACUUM WITH FLOATING HEAD
ORECK HOLDINGS, LLC	13/011,469	HANDHELD VACUUM ATTACHMENT WITH UV
ORECK HOLDINGS, LLC	13/011,500	Portable Canister Vacuum -- Flash
ORECK HOLDINGS, LLC	13/099,085	AIR FLOW PATH TO COOL A VACUUM CLEANER BELT
ORECK HOLDINGS, LLC	13/222,637	ELECTROSTATIC PRECIPITATOR CELL WITH REMOVABLE CORONA UNIT
ORECK HOLDINGS, LLC	13/222,676	PHOTOCATALYTIC AIR PURIFIER SYSTEM WITH ILLUMINATED ANGLED SUBSTRATE
ORECK HOLDINGS, LLC	13/222,735	ELECTROSTATIC PRECIPITATOR WITH ISOLATED BANKS
ORECK HOLDINGS, LLC	13/222,922	AIR CLEANER WITH AN ELECTRICAL CURRENT IN A CORONA WIRE CORRELATING TO AIR SPEED
ORECK HOLDINGS, LLC	13/335,202	ROTATABLE COUPLING FOR STEERING VACUUM CLEANER
ORECK HOLDINGS, LLC	29/357,163	HANDHELD VACUUM ATTACHMENT WITH UV LIGHT
ORECK HOLDINGS, LLC	29/399,715	VACUUM CLEANER BEATER BAR WITH AN

		EMBEDDED MAGNET
ORECK HOLDINGS, LLC	29/399,718	VACUUM CLEANER BEATER BAR WITH AN EMBEDDED MAGNET
ORECK HOLDINGS, LLC	29/400,647	AIR PURIFIER

FOREIGN ISSUED PATENTS

Company	Country	Patent Number	Title
ORECK HOLDINGS, LLC	AU	107790	A VACUUM CLEANER HEAD
ORECK HOLDINGS, LLC	AU	107789	A VACUUM CLEANER HEAD
ORECK HOLDINGS, LLC	AU	142406	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	AU	142407	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	AU	142408	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	AU	142409	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	AU	140180	VACUUM CLEANER
ORECK HOLDINGS, LLC	AU	142827	VACUUM CLEANER HOUSING
ORECK HOLDINGS, LLC	AU	143045	HANDLE
ORECK HOLDINGS, LLC	AU	143046	VACUUM CLEANER HEAD
ORECK HOLDINGS, LLC	AU	140508	BRUSH ATTACHMENT, FOR EXAMPLE A WHEEL AND EDGE-CLEANING BRUSH ATTACHMENT FOR VACUUMS
ORECK HOLDINGS, LLC	AU	140422	HANDLE FOR A VACUUM CLEANER OR OTHER DEVICE
ORECK HOLDINGS, LLC	AU	143428	HANDLE WITH SWITCH
ORECK HOLDINGS, LLC	AU	147805	VACUUM HEAD HOUSING
ORECK HOLDINGS, LLC	AU	147463	VACUUM HEAD HOUSING
ORECK HOLDINGS, LLC	CA	133877	COMBINED AIR CLEANER AND STAND
ORECK HOLDINGS, LLC	CA	134925	UPRIGHT VACUUM CLEANER INCLUDING STEERING APPARATUS
ORECK HOLDINGS, LLC	CA	136992	Portable Canister Vacuum
ORECK HOLDINGS, LLC	CA	136993	ATTACHMENT WITH ULTRAVIOLET LIGHT
ORECK HOLDINGS, LLC	CA	137672	UPRIGHT VACUUM
ORECK HOLDINGS, LLC	CA	1,334,473	CLEANING DEVICE WITH SUCTION NOZZLE AND LIQUID AND GAS SEPARATOR
ORECK HOLDINGS, LLC	CA	1,334,473	CLEANING DEVICE WITH SUCTION NOZZLE AND LIQUID AND GAS SEPARATOR
ORECK HOLDINGS, LLC	CA	2,329,018	BRUSH AND SPACER ASSEMBLY
ORECK HOLDINGS, LLC	CA	2,335,860	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	CA	2,398,404	MOUNTING AND CLOSURE STRUCTURE FOR A BAG, SUCH AS A VACUUM CLEANER BAG
ORECK HOLDINGS, LLC	CA	2,415,321	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	CA	2,423,270	METHOD AND APPARATUS FOR DELIVERING FRAGRANCE USING A FLOOR CARE DEVICE
ORECK HOLDINGS, LLC	CA	2,423,644	HANDLE ASSEMBLIES FOR FLOOR CARE

			DEVICES AND METHODS OF USING SAME
ORECK HOLDINGS, LLC	CA	2,423,648	APPARATUS FOR CONDUCTING AIR INTO BAGS OF VACUUM CLEANERS
ORECK HOLDINGS, LLC	CA	2,423,652	MID-LEVEL HANDLE FOR FLOOR CARE HOLDEVICE AND METHOD OF USING HANDLE
ORECK HOLDINGS, LLC	CA	2,423,658	HANDLE AND EXHAUST DUCT COUPLING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	CA	2,423,682	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	CA	2,424,369	CONTOURED INTAKE DUCTS AND FAN HOUSING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	CA	2,428,228	EDGE CLEANING APPARATUS FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	CA	2,502,457	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	CA	2,562,060	INTEGRAL VACUUM CLEANER BUMPER
ORECK HOLDINGS, LLC	CA	2,563,320	VACUUM CLEANER AIR/LIQUID SEPARATOR
ORECK HOLDINGS, LLC	CA	2,568,198	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	CA	2,569,034	HANDLE ASSEMBLIES FOR FLOOR CARE DEVICES AND METHODS OF USING SAME
ORECK HOLDINGS, LLC	CA	2,569,044	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	CA	2,569,048	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	CA	2,585,436	AIR CLEANER ELECTROSTATIC PRECIPITATOR CELL
ORECK HOLDINGS, LLC	CA	2,591,480	TOWER IONIZER AIR CLEANER
ORECK HOLDINGS, LLC	CA	2,595,225	AIR CLEANER WITH IMPROVED AIRFLOW
ORECK HOLDINGS, LLC	CA	2,643,842	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	CA	2,649,662	CORONA GROUND ELEMENT
ORECK HOLDINGS, LLC	CA	2,649,812	RETAINER FOR USE WITH A CORONA GROUND ELEMENT OF AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	CA	2,649,692	PRE-IONIZER FOR USE WITH AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	CA	2,649,809	ELECTRODE WIRE RETAINING MEMBER FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	CA	2,649,687	ELECTRODE WIRE FOR AN ELECTROSTATIC PRECIPITATOR

ORECK HOLDINGS, LLC	CA	2,657,506	AIR CLEANER INCLUDING CONSTANT CURRENT POWER SUPPLY
ORECK HOLDINGS, LLC	CA	2,657,512	ELECTRICAL POWER DISABLE IN AN AIR CLEANER
ORECK HOLDINGS, LLC	CA	2,659,198	AIR CLEANER CONDUCTOR SYSTEM
ORECK HOLDINGS, LLC	CA	2,660,020	AIR CLEANER SHUT-DOWN METHOD
ORECK HOLDINGS, LLC	CA	2,660,454	AIR CLEANER INCLUDING TOUCH POINTS
ORECK HOLDINGS, LLC	DE	40006338.7	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	DE	40007238.6	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	DE	40007239.4	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	DE	40007240.8	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	DE	49909273.2	VACUUM CLEANER
ORECK HOLDINGS, LLC	DE	49909455.7	VACUUM CLEANER HOUSING
ORECK HOLDINGS, LLC	DE	49909657.6	HANDLE FOR A VACUUM CLEANER OR OTHER DEVICE
ORECK HOLDINGS, LLC	DE	69904710.2	BRUSH AND SPACER ASSEMBLY
ORECK HOLDINGS, LLC	DE	M9003554.2	FLOOR CLEANER
ORECK HOLDINGS, LLC	DE	M9804728.0	UPRIGHT VACUUM CLEANER
ORECK HOLDINGS, LLC	EP	1333746	APPARATUS FOR CONDUCTING AIR INTO BAGS OF VACUUM CLEANERS
ORECK HOLDINGS, LLC	EP	1392147	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	EP	1326522	HANDLE AND EXHAUST DUCT COUPLING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	EP	1320316	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	EP	1656063	VACUUM CLEANER BRUSHROLL
ORECK HOLDINGS, LLC	EP	1685340	POWER SHAFT INCLUDING A BELT RETAINING GEOMETRY
ORECK HOLDINGS, LLC	EP	535782	CLEANING DEVICE
ORECK HOLDINGS, LLC	EP	708613	VACUUM CLEANER HAVING IMPROVED STEERING FEATURES
ORECK HOLDINGS, LLC	EP	1071361	BRUSH AND SPACER ASSEMBLY
ORECK HOLDINGS, LLC	EP	1091680	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	FR	605108/114	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	FR	605115/121	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	FR	605122/128	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	FR	107027	CARPET SWEEPER
ORECK HOLDINGS, LLC	FR	876756	CLEANING INSTRUMENT
ORECK HOLDINGS, LLC	FR	876757	FLOOR CLEANING INSTRUMENT
ORECK HOLDINGS, LLC	FR	890511	CARPET SWEEPER
ORECK HOLDINGS, LLC	FR	903178	CLEANING INSTRUMENT
ORECK HOLDINGS, LLC	FR	513485/491	UPRIGHT VACUUM CLEANER HAVING IMPROVED STEERING APPARATUS WITH A LOCK OUT FEATURE
ORECK HOLDINGS, LLC	FR	513492/498	UPRIGHT VACUUM CLEANER HAVING IMPROVED STEERING APPARATUS WITH A LOCK OUT FEATURE

ORECK HOLDINGS, LLC	FR	513499/505	UPRIGHT VACUUM CLEANER HAVING IMPROVED STEERING APPARATUS WITH A LOCK OUT FEATURE
ORECK HOLDINGS, LLC	FR	516341/347	UPRIGHT VACUUM CLEANER HAVING IMPROVED STEERING APPARATUS WITH A LOCK OUT FEATURE
ORECK HOLDINGS, LLC	FR	571887/893	VACUUM CLEANER HEAD
ORECK HOLDINGS, LLC	FR	571894/900	HANDLE WITH INTEGRATED SWITCH
ORECK HOLDINGS, LLC	FR	571901/907	VACUUM CLEANER HOUSING
ORECK HOLDINGS, LLC	FR	571908/914	HANDLE
ORECK HOLDINGS, LLC	FR	571915/921	VACUUM CLEANER
ORECK HOLDINGS, LLC	FR	571922/928	HANDLE FOR A VACUUM CLEANER OR OTHER DEVICE
ORECK HOLDINGS, LLC	GB	2449035	FILTER SYSTEM FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	GB	2452166	AIR CLEANER INCLUDING OZONE REMOVAL
ORECK HOLDINGS, LLC	GB	2450845	CORONA GROUND ELEMENT
ORECK HOLDINGS, LLC	GB	2450849	PRE-IONIZER FOR USE WITH AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	GB	2450850	ELECTRODE WIRE RETAINING MEMBER FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	GB	2450852	RETAINER FOR USE WITH A CORONA GROUND ELEMENT OF AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	GB	2452426	ELECTRODE WIRE FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	GB	2450853	MAGNETIC CLUTCH
ORECK HOLDINGS, LLC	GB	900296.5	AIR CLEANER AND AIR CLEANER DIAGNOSTIC PROCESS
ORECK HOLDINGS, LLC	GB	2452671	AIR CLEANER INCLUDING CONSTANT CURRENT POWER SUPPLY
ORECK HOLDINGS, LLC	GB	2452464	ELECTRICAL POWER DISABLE IN AN AIR CLEANER
ORECK HOLDINGS, LLC	GB	2453496	AIR CLEANER CONDUCTOR SYSTEM
ORECK HOLDINGS, LLC	GB	2453904	AIR CLEANER SHUT-DOWN METHOD
ORECK HOLDINGS, LLC	GB	902650.1	AIR CLEANER AND AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	GB	2453510	AIR CLEANER AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	GB	2094574	AIR CLEANER INCLUDING TOUCH POINTS
ORECK HOLDINGS, LLC	GB	245824900	ORBITAL BRUSH FOR AN ORBITAL FLOOR BRUSH MACHINE
ORECK HOLDINGS, LLC	GB	2472507	Air Cleaner with Multiple Orientations
ORECK HOLDINGS, LLC	GB	2073956	VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	2073957	VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	2074525	VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	2078435	WHEEL AND EDGE-CLEANING BRUSH ATTACHMENT FOR VACUUMS
ORECK HOLDINGS, LLC	GB	2087141	HANDLE FOR USE WITH VACUUM CLEANERS AND OTHER DEVICES
ORECK HOLDINGS, LLC	GB	2087142	VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	2093810	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2093811	HANDLE FOR FLOOR CARE APPARATUS

ORECK HOLDINGS, LLC	GB	2093812	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2093813	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2094573	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2094575	HANDLE FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098260	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098261	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098262	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098263	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098264	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098265	BAG FOR FLOOR CARE APPARATUS
ORECK HOLDINGS, LLC	GB	2098380	VACUUM HEAD HOUSING HAVING A HEADLIGHT AND A SIDELIGHT
ORECK HOLDINGS, LLC	GB	2098489	VACUUM HEAD HOUSING
ORECK HOLDINGS, LLC	GB	4014293	AIR CLEANER WITH STAND
ORECK HOLDINGS, LLC	GB	4015379	UPRIGHT VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	4016956	PORTABLE CANISTER VACUUM – FLASH
ORECK HOLDINGS, LLC	GB	4016957	HANDHELD VACUUM ATTACHMENT WITH UV LIGHT
ORECK HOLDINGS, LLC	GB	4017581	UPRIGHT VACUUM
ORECK HOLDINGS, LLC	GB	4023535	VACUUM CLEANER BEATER BAR WITH AN EMBEDDED MAGNET
ORECK HOLDINGS, LLC	GB	4023592	VACUUM CLEANER BEATER BAR WITH AN EMBEDDED MAGNET
ORECK HOLDINGS, LLC	GB	4024508	COMBINED STEAMER AND VACUUM FOR FLOOR CLEANING
ORECK HOLDINGS, LLC	GB	4024522	LOW PROFILE UPRIGHT VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	4024523	LOW PROFILE VACUUM BASE
ORECK HOLDINGS, LLC	GB	1071361	BRUSH AND SPACER ASSEMBLY
ORECK HOLDINGS, LLC	GB	1091680	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	IT	79325	HANDLE FOR A VACUUM CLEANER OR OTHER DEVICE
ORECK HOLDINGS, LLC	MX	189979	VACUUM CLEANER HAVING IMPROVED STEERING FEATURES
ORECK HOLDINGS, LLC	MX	268228	AIR CLEANER ELECTROSTATIC PRECIPITATOR CELL
ORECK HOLDINGS, LLC	MX	274605	TOWER IONIZER AIR CLEANER
ORECK HOLDINGS, LLC	MX	272151	AIR CLEANER WITH IMPROVED AIRFLOW
ORECK HOLDINGS, LLC	MX	272152	CARBON FILTER PANEL FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	MX	280580	PRE-IONIZER FOR USE WITH AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	MX	284134	CORONA GROUND ELEMENT
ORECK HOLDINGS, LLC	MX	284253	RETAINER FOR USE WITH A CORONA GROUND ELEMENT OF AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	MX	232491	VACUUM CLEANER INNER BAG
ORECK HOLDINGS, LLC	MX	229713	BALANCED FLOW VACUUM CLEANER CONDUITS
ORECK HOLDINGS, LLC	MX	229715	VACUUM CLEANER OUTER BAG
ORECK HOLDINGS, LLC	MX	240676	BALANCED FLOW VACUUM CLEANER BAG INTERFACE

ORECK HOLDINGS, LLC	MX	238280	BALANCED FLOW VACUUM CLEANER BLOWER
ORECK HOLDINGS, LLC	MX	231744	DUST SHIELD APPARATUS FOR FLOOR MACHINES
ORECK HOLDINGS, LLC	MX	235379	MOUNTING AND CLOSURE STRUCTURE FOR A BAG, SUCH AS A VACUUM CLEANER BAG
ORECK HOLDINGS, LLC	MX	236660	APPARATUS FOR CONDUCTING AIR INTO BAGS OF VACUUM CLEANERS
ORECK HOLDINGS, LLC	MX	237247	MID-LEVEL HANDLE FOR FLOOR CARE HOLDEVICE AND METHOD OF USING HANDLE
ORECK HOLDINGS, LLC	MX	239516	HANDLE AND EXHAUST DUCT COUPLING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	MX	237246	APPARATUS AND METHODS FOR SUPPORTING AND SHIELDING FLEXIBLE OUTER BAGS OF VACUUM CLEANERS
ORECK HOLDINGS, LLC	MX	241301	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	MX	239395	BAG ASSEMBLY FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	MX	239578	METHOD AND APPARATUS FOR DELIVERING FRAGRANCE USING A FLOOR CARE DEVICE
ORECK HOLDINGS, LLC	MX	238907	HANDLE ASSEMBLIES FOR FLOOR CARE DEVICES AND METHODS OF USING SAME
ORECK HOLDINGS, LLC	MX	239278	CONTOURED INTAKE DUCTS AND FAN HOUSING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	MX	239279	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	MX	238123	EDGE CLEANING APPARATUS FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	MX	253069	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	MX	269126	VACUUM CLEANER CORD MANAGEMENT SYSTEM
ORECK HOLDINGS, LLC	MX	265258	VACUUM CLEANER BRUSHROLL
ORECK HOLDINGS, LLC	MX	253982	VACUUM CLEANER ATTACHMENT
ORECK HOLDINGS, LLC	MX	245535	HANDLE ASSEMBLIES FOR FLOOR CARE DEVICES AND METHODS OF USING SAME
ORECK HOLDINGS, LLC	MX	245911	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	MX	250847	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE

ORECK HOLDINGS, LLC	MX	247111	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	MX	245912	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	MX	245534	HANDLE AND EXHAUST DUCT COUPLING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	MX	245536	BAG ASSEMBLY FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	MX	245537	BAG ASSEMBLY FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	MX	244924	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	MX	276133	INTEGRAL VACUUM CLEANER BUMPER
ORECK HOLDINGS, LLC	MX	276139	HEIGHT ADJUSTMENT APPARATUS FOR A ROTATABLE COMPONENT OF A VACUUM CLEANER

FOREIGN PENDING PATENT APPLCIATIONS

Company	Country	Application No.	Title
ORECK HOLDINGS, LLC	AU	2008201872	ULTRAVIOLET VACUUM CLEANER WITH SAFETY MECHANISM
ORECK HOLDINGS, LLC	CA	2,498,103	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	CA	2,535,396	VACUUM CLEANER BRUSHROLL
ORECK HOLDINGS, LLC	CA	2,544,554	POWER SHAFT INCLUDING A BELT RETAINING GEOMETRY
ORECK HOLDINGS, LLC	CA	2,629,636	METHOD AND APPARATUS FOR ILLUMINATING AND REMOVING AIRBORNE IMPURITIES WITHIN AN ENCLOSED CHAMBER
ORECK HOLDINGS, LLC	CA	2,630,343	ULTRAVIOLET VACUUM CLEANER WITH SAFETY MECHANISM
ORECK HOLDINGS, LLC	CA	2,638,015	AIR CLEANER FOR OZONE AND VOLATILE ORGANIC COMPOUND (VOC) REMOVAL
ORECK HOLDINGS, LLC	CA	2,643,050	AIR CLEANER INCLUDING OZONE REMOVAL
ORECK HOLDINGS, LLC	CA	2,643,841	FILTER SYSTEM FOR AN AIR CLEANER
ORECK HOLDINGS, LLC	CA	2,649,819	MAGNETIC CLUTCH
ORECK HOLDINGS, LLC	CA	2,656,634	AIR CLEANER AND AIR CLEANER DIAGNOSTIC PROCESS
ORECK HOLDINGS, LLC	CA	2,660,026	AIR CLEANER AND AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	CA	2,660,623	AIR CLEANER AIR CLEANER STATE

			BACKUP
ORECK HOLDINGS, LLC	CA	2,663,312	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Heat Dissipation System)
ORECK HOLDINGS, LLC	CA	2,675,948	ORBITAL BRUSH FOR AN ORBITAL FLOOR BRUSH MACHINE
ORECK HOLDINGS, LLC	CA	2,711,838	Air Cleaner with Photo-Catalytic Oxidizer
ORECK HOLDINGS, LLC	CA	2,712,693	Air Cleaner with Mulitple Orientations
ORECK HOLDINGS, LLC	CA	2,733,734	Portable Canister Vacuum -- Flash
ORECK HOLDINGS, LLC	CA	2,736,067	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	CA	2,736,288	METHOD FOR DETECTING OBSTRUCTION IN VACUUM CLEANER AIRFLOW
ORECK HOLDINGS, LLC	CA	2,736,331	UPRIGHT VACUUM WITH FLOATING HEAD
ORECK HOLDINGS, LLC	CA	2,736,339	UPRIGHT VACUUM WITH REDUCED NOISE
ORECK HOLDINGS, LLC	EP	1,875,843	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	EP	921423	MOUNTING AND CLOSURE STRUCTURE FOR A BAG, SUCH AS A VACUUM CLEANER BAG
ORECK HOLDINGS, LLC	EP	921463.6	BALANCED FLOW VACUUM CLEANER BLOWER
ORECK HOLDINGS, LLC	EP	1964145.5	MID-LEVEL HANDLE FOR FLOOR CARE HOLDEVICE AND METHOD OF USING HANDLE
ORECK HOLDINGS, LLC	EP	1968856.3	CONTOURED INTAKE DUCTS AND FAN HOUSING ASSEMBLIES FOR FLOOR CARE MACHINES
ORECK HOLDINGS, LLC	EP	1977909.9	EDGE CLEANING APPARATUS FOR A VACUUM CLEANER
ORECK HOLDINGS, LLC	EP	3770247.9	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	EP	4707760.7	VACUUM CLEANER CORD MANAGEMENT SYSTEM
ORECK HOLDINGS, LLC	EP	5812389.4	AIR CLEANER ELECTROSTATIC PRECIPITATOR CELL
ORECK HOLDINGS, LLC	EP	5853914.9	TOWER IONIZER AIR CLEANER
ORECK HOLDINGS, LLC	EP	6718820.1	AIR CLEANER WITH IMPROVED AIRFLOW
ORECK HOLDINGS, LLC	EP	98119233.9	UPRIGHT VACUUM CLEANER HAVING IMPROVED STEERING APPARATUS WITH A LOCK OUT FEATURE
ORECK HOLDINGS, LLC	GB	1000397.8	Tilt Sensor for Cleaning Device
ORECK HOLDINGS, LLC	GB	1013086.2	Air Cleaner with Photo-Catalytic Oxidizer
ORECK HOLDINGS, LLC	GB	1019047.8	ROTATABLE COUPLING FOR STEERING VACUUM CLEANER
ORECK HOLDINGS, LLC	GB	1103901.3	Portable Canister Vacuum -- Flash
ORECK HOLDINGS, LLC	GB	1333746	APPARATUS FOR CONDUCTING AIR INTO BAGS OF VACUUM CLEANERS

ORECK HOLDINGS, LLC	GB	1392147	VACUUM DEVICES HAVING INTEGRATED CORD STORAGE AND PIVOTABLE TOOL HOLDERS
ORECK HOLDINGS, LLC	GB	EP1,875,843 (A1)	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	MX	MX/a/2007/004911	LOW-PROFILE AND HIGHLY-MANEUVERABLE VACUUM CLEANER HAVING A HEADLIGHT, A SIDELIGHT, ANTI-INGESTION BARS, SIDE BRUSHES, A SQUEEGEE, AND A SCENT CARTRIDGE
ORECK HOLDINGS, LLC	MX	MX/a/2007/012478	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	MX	MX/a/2007/012479	VACUUM CLEANER BAG DOCKING ASSEMBLY
ORECK HOLDINGS, LLC	MX	MX/a/2008/013474	ELECTRODE WIRE FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	MX	MX/a/2008/013475	ELECTRODE WIRE RETAINING MEMBER FOR AN ELECTROSTATIC PRECIPITATOR
ORECK HOLDINGS, LLC	MX	MX/a/2008/013732	MAGNETIC CLUTCH
ORECK HOLDINGS, LLC	MX	Mx/a/2008/015190	AIR CLEANER AND AIR CLEANER DIAGNOSTIC PROCESS
ORECK HOLDINGS, LLC	MX	MX/a/2008/015304	AIR CLEANER INCLUDING CONSTANT CURRENT POWER SUPPLY
ORECK HOLDINGS, LLC	MX	Mx/a/2008/015305	ELECTRICAL POWER DISABLE IN AN AIR CLEANER
ORECK HOLDINGS, LLC	MX	Mx/a/2009/004107	DISINFECTING DEVICE UTILIZING ULTRAVIOLET RADIATION (Heat Dissipation System)
ORECK HOLDINGS, LLC	MX	MX/a/2009/008710	ORBITAL BRUSH FOR AN ORBITAL FLOOR BRUSH MACHINE
ORECK HOLDINGS, LLC	MX	Mx/a/2009/016243	AIR CLEANER CONDUCTOR SYSTEM
ORECK HOLDINGS, LLC	MX	Mx/a/2009/016420	AIR CLEANER SHUT-DOWN METHOD
ORECK HOLDINGS, LLC	MX	Mx/a/2009/016604	AIR CLEANER AND AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	MX	Mx/a/2009/016605	AIR CLEANER INCLUDING TOUCH POINTS
ORECK HOLDINGS, LLC	MX	Mx/a/2009/016606	AIR CLEANER AIR CLEANER STATE BACKUP
ORECK HOLDINGS, LLC	MX	PA/a/2006/011728	AIRFLOW SENSOR SYSTEM FOR MONITORING AIR INLET AIRFLOW AND AIR OUTLET AIRFLOW OF A VACUUM CLEANER

SCHEDULE 5.26(b) ATTACHMENT B- COMPLETE ORECK TRADEMARK AND TRADEMARK APPLICATION PORTFOLIO

UNITED STATES ISSUED TRADEMARK AND SERVICE MARK REGISTRATIONS

Company	Serial Number	Registration Number	Mark
Oreck Holdings, LLC	71675006	611747	ELECTRIKBROOM
Oreck Holdings, LLC	72344065	893623	XL
Oreck Holdings, LLC	73177200	1119923	X-TENDED LIFE
Oreck Holdings, LLC	73153863	1128184	X-TENDED LIFE
Oreck Holdings, LLC	73164183	1130722	HANDI-HANDLE
Oreck Holdings, LLC	73197242	1143124	ORECK XL
Oreck Holdings, LLC	73536172	1366512	HOUSEKEEPER
Oreck Holdings, LLC	73575605	1417280	ELECTRIKBROOM
Oreck Holdings, LLC	73599367	1453989	HELPING HAND
Oreck Holdings, LLC	73599366	1454954	ORECK
Oreck Holdings, LLC	73602090	1538966	
Oreck Holdings, LLC	73771773	1617357	
Oreck Holdings, LLC	74119968	1796799	STEEMER PLUS
Oreck Holdings, LLC	74119969	1798501	STEEMER ULTRA
Oreck Holdings, LLC	74372816	1810604	ORBITER
Oreck Holdings, LLC	74233640	1812769	THREAD GUARD
Oreck Holdings, LLC	74134447	1849019	XL FILTER KNIT
Oreck Holdings, LLC	74234489	1854207	MICROSWEEP
Oreck Holdings, LLC	74456957	1860794	NOTHING GETS BY AN ORECK!
Oreck Holdings, LLC	73599783	1881888	
Oreck Holdings, LLC	74459290	1947309	STAIRCARE
Oreck Holdings, LLC	74720725	1991358	LOW BOY
Oreck Holdings, LLC	75106818	2055151	CELOC
Oreck Holdings, LLC	75188377	2091436	GERMASTAT
Oreck Holdings, LLC	74574238	2139911	XL
Oreck Holdings, LLC	75293890	2163966	HOKY
Oreck Holdings, LLC	75343602	2195639	ORECK
Oreck Holdings, LLC	75283680	2204513	FULL RELEASE
Oreck Holdings, LLC	75394284	2214592	A GIFT FROM MOTHER NATURE
Oreck Holdings, LLC	75394298	2216330	NO RETURN
Oreck Holdings, LLC	75394524	2227906	LITTER EX
Oreck Holdings, LLC	75486556	2229020	CELOC
Oreck Holdings, LLC	75394296	2236605	TWO TOUGH
Oreck Holdings, LLC	75414541	2242148	WOOD SPLENDOR
Oreck Holdings, LLC	75394299	2248337	CLOUD FREE
Oreck Holdings, LLC	75392630	2250534	SPRING MULBERRIES
Oreck Holdings, LLC	75394523	2250536	HOSPITAL CLEAN
Oreck Holdings, LLC	75394521	2255054	ORECK FRESH AIR
Oreck Holdings, LLC	75392810	2256089	ORECKBRITE
Oreck Holdings, LLC	75414281	2256109	ASSAIL-A-CELL
Oreck Holdings, LLC	75414282	2256110	FULL BLOOM
Oreck Holdings, LLC	75343423	2260362	ORECK

Oreck Holdings, LLC	75414524	2261668	THE O MONSTER CLEANER
Oreck Holdings, LLC	75394560	2262334	BLOOMING JASMINE
Oreck Holdings, LLC	75414539	2263738	SOLVE-A-SPOT
Oreck Holdings, LLC	75394289	2264292	ALANITE
Oreck Holdings, LLC	75414500	2264375	REVELRY
Oreck Holdings, LLC	75343223	2271435	ORECK
Oreck Holdings, LLC	75491100	2278526	STONE CLEAR BOTTOM
Oreck Holdings, LLC	75491101	2282178	STONE CLEAR TOP
Oreck Holdings, LLC	75503464	2289635	MICHELANGELO'S MARBLE RES
Oreck Holdings, LLC	75394297	2291492	ORECK WELCOME HOME
Oreck Holdings, LLC	75392811	2298776	NOTES OF VANILLA
Oreck Holdings, LLC	75453568	2312478	MICRO SWEEP
Oreck Holdings, LLC	75614168	2316409	ZIP VAC
Oreck Holdings, LLC	75503277	2322427	COUNTER-INTELLIGENCE
Oreck Holdings, LLC	75716248	2332963	XL
Oreck Holdings, LLC	75503424	2333806	ROCK SOLID
Oreck Holdings, LLC	75503431	2346089	GRUNGE ATTACK
Oreck Holdings, LLC	75541353	2346118	SANISEAL
Oreck Holdings, LLC	75786314	2360317	SIMPLY AMAZING
Oreck Holdings, LLC	75811228	2375325	GREEN SAFE
Oreck Holdings, LLC	75742256	2379243	
Oreck Holdings, LLC	75742783	2385321	POWERROTOR
Oreck Holdings, LLC	75634314	2394926	
Oreck Holdings, LLC	75414489	2409062	ORECK DRY CARPET
Oreck Holdings, LLC	75393993	2433806	ORECK PREMIST
Oreck Holdings, LLC	75716299	2441943	ORECK
Oreck Holdings, LLC	75602338	2462310	ROTOBLADE
Oreck Holdings, LLC	75810787	2465131	ORECK
Oreck Holdings, LLC	75810788	2465132	ORECK
Oreck Holdings, LLC	75804880	2471040	ORECK XL
Oreck Holdings, LLC	75829949	2495528	
Oreck Holdings, LLC	75869612	2505405	GREEN SAFE
Oreck Holdings, LLC	75786315	2511561	SIMPLY AMAZING
Oreck Holdings, LLC	75981423	2511871	XL
Oreck Holdings, LLC	76225169	2522417	SPEED IRON
Oreck Holdings, LLC	75577059	2525530	RESTAURATEUR
Oreck Holdings, LLC	75889091	2528344	XL
Oreck Holdings, LLC	75923788	2545241	SPILL SAFE TOP
Oreck Holdings, LLC	75541295	2562127	SANISEAL
Oreck Holdings, LLC	75834501	2606090	
Oreck Holdings, LLC	75888473	2616334	ORECK
Oreck Holdings, LLC	76066427	2650165	SHURLOK
Oreck Holdings, LLC	75888494	2669625	ORECKCARE
Oreck Holdings, LLC	76146248	2684367	TIMBERWORKS
Oreck Holdings, LLC	76124021	2707568	XL21
Oreck Holdings, LLC	75830722	2710336	
Oreck Holdings, LLC	75868552	2713858	TAKE THE ORECK CHALLENGE
Oreck Holdings, LLC	76136914	2732714	XL21

Oreck Holdings, LLC	78144215	2734838	ORECK
Oreck Holdings, LLC	76160904	2778909	
Oreck Holdings, LLC	76344881	2782712	XL 2
Oreck Holdings, LLC	76344928	2782714	XL PRO
Oreck Holdings, LLC	76353605	2815467	XL PRO
Oreck Holdings, LLC	75769729	2854054	ORECK
Oreck Holdings, LLC	78180926	2877974	SILENCE TECHNOLOGY
Oreck Holdings, LLC	78224719	2898228	ELECTRIKBROOM
Oreck Holdings, LLC	75924630	2944152	DAVID ORECK
Oreck Holdings, LLC	78300822	2961268	RESTAURATEUR
Oreck Holdings, LLC	78345383	3012123	TAKE THE ORECK CHALLENGE
Oreck Holdings, LLC	78511989	3028651	NOTHING GETS BY AN ORECK
Oreck Holdings, LLC	78301192	3034212	STRONG ENOUGH TO PICK UP A
Oreck Holdings, LLC	78402357	3037619	
Oreck Holdings, LLC	78225598	3046753	ORECK XL
Oreck Holdings, LLC	78225606	3046754	XL
Oreck Holdings, LLC	78301377	3127555	IF YOU DON'T LOVE IT, YOU DO
Oreck Holdings, LLC	78402666	3159934	
Oreck Holdings, LLC	78501432	3238017	ORECK CLEAN HOME
Oreck Holdings, LLC	78300902	3245315	IF YOU DON'T MOVE THE AIR, Y
Oreck Holdings, LLC	78703760	3297294	
Oreck Holdings, LLC	77132984	3347488	ORECK
Oreck Holdings, LLC	78318171	3363090	HEALTHIER, EASIER, SMARTER
Oreck Holdings, LLC	77268256	3394761	TRUMAN CELL
Oreck Holdings, LLC	77271297	3450711	INTELLASHIELD
Oreck Holdings, LLC	77344694	3515261	ORECK
Oreck Holdings, LLC	77306097	3519303	INTELLASHIELD
Oreck Holdings, LLC	77285859	3528718	PROTECTION BEYOND CLEAN
Oreck Holdings, LLC	77571101	3664936	HALO
Oreck Holdings, LLC	77642761	3764948	PROSHIELD
Oreck Holdings, LLC	77561466	3785604	HEATWISE
Oreck Holdings, LLC	77678774	3791144	SWEEP-N-GO
Oreck Holdings, LLC	77672794	3796951	HELIOS SHIELD
Oreck Holdings, LLC	77729130	3804516	ORECK XL SIGNATURE
Oreck Holdings, LLC	77700269	3808097	STEAM-IT
Oreck Holdings, LLC	77718953	3808217	LITTLE HERO JIFFY VAC
Oreck Holdings, LLC	77798547	3868455	PLATINUM PILOT
Oreck Holdings, LLC	77798591	3868456	ORECK HALO FLASH
Oreck Holdings, LLC	77798619	3868457	ORECK EDGE
Oreck Holdings, LLC	77831419	3868528	XL PREMIERE
Oreck Holdings, LLC	77781581	3874462	MY FIRST ORECK
Oreck Holdings, LLC	77582584	3880504	ORECK POWER TEAM
Oreck Holdings, LLC	77798570	3908795	SIMPLY PURE
Oreck Holdings, LLC	85122722	3919932	AMERICAN HERITAGE
Oreck Holdings, LLC	77777369	3923805	LITTLE HERO
Oreck Holdings, LLC	77911483	3926770	LITTLE HELPER
Oreck Holdings, LLC	77925179	3926821	ORECK XL ELEMENT
Oreck Holdings, LLC	77898565	3932297	XL OUTLOOK

Oreck Holdings, LLC	85213279	4006082	ORECK HOTEL VACUUM
Oreck Holdings, LLC	85022215	4007173	ORECK QUEST
Oreck Holdings, LLC	85113629	4013795	STEAM-GLIDE
Oreck Holdings, LLC	85011866	4035814	VERSA-GLIDE
Oreck Holdings, LLC	85195139	4043335	ORECK XL EDGE
Oreck Holdings, LLC	85149669	4088812	PILOT
Oreck Holdings, LLC	85223297	4112956	DUALMAX
Oreck Holdings, LLC	85242982	4112991	AVIATOR
Oreck Holdings, LLC	85312263	4133331	MAGNESIUM
Oreck Holdings, LLC	85294395	4163298	GRAPHITE
Oreck Holdings, LLC	85337312	4176916	PROPOWER PLUS
Oreck Holdings, LLC	85293034	4180423	OPTIMAX
Oreck Holdings, LLC	85300275	4180474	QUICKSWITCH
Oreck Holdings, LLC	85310833	4180540	FOREVER
Oreck Holdings, LLC	85310848	4180541	ORECK FOREVER
Oreck Holdings, LLC	85016124	4187244	LIGHT DUTY QUICKWAND
Oreck Holdings, LLC	85011782	4191106	ENDUROLIFE
Oreck Holdings, LLC	85304122	4191615	FOUNDER SERIES

UNITED STATES TRADEMARK AND SERVICE MARK APPLICATIONS

COMPANY	SERIAL NUMBER	MARK
Oreck Holdings, LLC	85107579	
Oreck Holdings, LLC	85149631	INSIGHT
Oreck Holdings, LLC	85157439	LOVE MY ORECK
Oreck Holdings, LLC	85211863	CLEANER. EASIER. SMARTER.
Oreck Holdings, LLC	85312278	ODOR ABSORBER
Oreck Holdings, LLC	85312324	CLEAN MADE EASY
Oreck Holdings, LLC	85357427	AIRINSTINCT
Oreck Holdings, LLC	85394711	FOREVER
Oreck Holdings, LLC	85394742	TURN IT ON AND WALK AWAY
Oreck Holdings, LLC	85400458	
Oreck Holdings, LLC	85401221	GRAB-IT & STEAM-IT
Oreck Holdings, LLC	85414588	DUALMAX
Oreck Holdings, LLC	85426346	PATH
Oreck Holdings, LLC	85431711	OUR LAB IS REAL LIFE
Oreck Holdings, LLC	85431725	LOFT
Oreck Holdings, LLC	85474173	FIGHT DIRT & GRIME AT THE SA
Oreck Holdings, LLC	85484735	APS
Oreck Holdings, LLC	85484763	SHAGNESIUM
Oreck Holdings, LLC	85493879	MY ORECK
Oreck Holdings, LLC	85501887	WHEN YOU CONTROL THE STEA
Oreck Holdings, LLC	85501909	CONTROL THE STEAM CONTRO
Oreck Holdings, LLC	85501932	MAG
Oreck Holdings, LLC	85521430	ODOR ABSORBER
Oreck Holdings, LLC	85629678	VERSAVAC
Oreck Holdings, LLC	85679471	INDIGO
Oreck Holdings, LLC	85684775	SLIMSWIVEL
Oreck Holdings, LLC	85692500	GETTING FRESH WITH ORECK

Oreck Holdings, LLC	85704004	TOUCH

INTERNATIONAL TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Company	Country	App. No.	Reg. No.	Mark
Oreck Holdings, LLC	AU	494,662	494,662	HOUSEKEEPER
Oreck Holdings, LLC	AU	775,802	775,802	ORECK
Oreck Holdings, LLC	AU	775,806	775,806	ORECK
Oreck Holdings, LLC	AU	796,214	796,214	ROTO BLADE
Oreck Holdings, LLC	AU	796,817	796,817	HOKY
Oreck Holdings, LLC	AU	944,151	944,151	ORECK
Oreck Holdings, LLC	BX	574,729	93,688	ELECTRIKBROOM
Oreck Holdings, LLC	CA	341,572	183,802	HOKY (Stylized)
Oreck Holdings, LLC	CA	393,439	225,465	XL & Design (Words in Box-rounded corners)
Oreck Holdings, LLC	CA	572,661	355,473	ORECKCARE
Oreck Holdings, LLC	CA	578,295	359,424	ORECK XL HOTEL VACUUM
Oreck Holdings, LLC	CA	579,580	402,907	DESIGN (Upper Portion of Vacuum Housing)
Oreck Holdings, LLC	CA	594,197	378,664	HOKY & Design (Striped Background)
Oreck Holdings, LLC	CA	595,288	353,034	HOME SPA
Oreck Holdings, LLC	CA	639,409	377,663	HOUSEKEEPER
Oreck Holdings, LLC	CA	652,526	391,610	ORECK
Oreck Holdings, LLC	CA	658,698	430,548	REACH-AROUND
Oreck Holdings, LLC	CA	658,713	422,471	DIRT SEARCH
Oreck Holdings, LLC	CA	802,135	515,925	ULTRA POWER
Oreck Holdings, LLC	CA	802,136	524,177	ADVANCE POWER
Oreck Holdings, LLC	CA	1,005,572	542,902	SANISEAL
Oreck Holdings, LLC	CA	1432508	767,304	HALO
Oreck Holdings, LLC	CA	1441717	808,364	HELIOS SHIELD
Oreck Holdings, LLC	CA	1441720	827,602	PROSHIELD
Oreck Holdings, LLC	CA	1441722		WHEN THE LIGHT IS ON THE GERMS ARE GONE
Oreck Holdings, LLC	CA	1447323	776,832	SWEEP-N-GO
Oreck Holdings, LLC	CA	1451086		STEAM-IT
Oreck Holdings, LLC	CA	1468764		ORECK EDGE
Oreck Holdings, LLC	CA	1468765		ORECK HALO FLASH
Oreck Holdings, LLC	CA	1468766		PLATINUM PILOT
Oreck Holdings, LLC	CA	1486778		LITTLE HELPER
Oreck Holdings, LLC	CA	1,489,513	810,393	ORECK XL ELEMENT
Oreck Holdings, LLC	CA	1,514,763		DESIGN (Dog with Cat Silhouette)
Oreck Holdings, LLC	CA	1,515,967		STEAM-GLIDE
Oreck Holdings, LLC	CA	1,515,969		STEAM-ALL
Oreck Holdings, LLC	CA	1521957		ENDUROLIFE
Oreck Holdings, LLC	CA	1521957		INSIGHT
Oreck Holdings, LLC	CA	1521957		LOVE MY ORECK
Oreck Holdings, LLC	CA	1521957		My Oreck & Design (Heart)
Oreck Holdings, LLC	CA	1521957		ORECK QUEST
Oreck Holdings, LLC	CA	1521957		PILOT
Oreck Holdings, LLC	CA	1,530,912		ORECK XL EDGE
Oreck Holdings, LLC	CA	1,532,465		DualMax
Oreck Holdings, LLC	CA	1534378		CLEANER. EASIER. SMARTER

Oreck Holdings, LLC	CA	1547461		OPTIMAX
Oreck Holdings, LLC	CA	1547462		GRAPHITE
Oreck Holdings, LLC	CA	1547463		QUICKSWITCH
Oreck Holdings, LLC	CA	1547466		FOREVER
Oreck Holdings, LLC	CA	1547467		ORECK FOREVER
Oreck Holdings, LLC	CA	1547468		Magnesium
Oreck Holdings, LLC	CA	1548407		CLEAN MADE EASY
Oreck Holdings, LLC	CA	1,556,069		AIRINSTINCT
Oreck Holdings, LLC	CA	1,563,496		TURN IT ON AND WALK AWAY
Oreck Holdings, LLC	CN	949,337		XL PRO
Oreck Holdings, LLC	CN	950,717		ORECK
Oreck Holdings, LLC	CN	7721988	7721988	STEAM-IT
Oreck Holdings, LLC	CN	9321278	9321278	ENDUROLIFE
Oreck Holdings, LLC	CN	9321279		PILOT
Oreck Holdings, LLC	CN	9321280		My Oreck & Design (Heart)
Oreck Holdings, LLC	CN	9321280		MY ORECK & Design
Oreck Holdings, LLC	CN	9321281		LOVE MY ORECK
Oreck Holdings, LLC	CN	9321306	9321306	INSIGHT
Oreck Holdings, LLC	CN	9577032		ORECK XL EDGE
Oreck Holdings, LLC	CN	9,615,159		DualMax
Oreck Holdings, LLC	CN	9615159		DualMax (stylized) & Design
Oreck Holdings, LLC	CN	10044883		OPTIMAX
Oreck Holdings, LLC	CN	10050124		ODOR ABSORBER
Oreck Holdings, LLC	CN	10050125		Magnesium
Oreck Holdings, LLC	CN	10292975		AIRINSTINCT
Oreck Holdings, LLC	CN	77/718,953	7746541	LITTLE HERO JIFFY VAC
Oreck Holdings, LLC	CN	PENDING		ORECK CLEANER. EASIER. SMARTER.
Oreck Holdings, LLC	CN		8824836	COMFORT KEEPER
Oreck Holdings, LLC	CN		7281683	HALO
Oreck Holdings, LLC	CN		7983336	MY FIRST ORECK
Oreck Holdings, LLC	CN	PENDING		ORECK DUALMAX
Oreck Holdings, LLC	CN	PENDING		ORECK OPTIMAX
Oreck Holdings, LLC	CN	PENDING		ORECK PROSHIELD
Oreck Holdings, LLC	CN		8040129	ORECK EDGE
Oreck Holdings, LLC	CN		8040128	ORECK HALO FLASH
Oreck Holdings, LLC	CN		8720328	ORECK QUEST
Oreck Holdings, LLC	CN		8048069	PLATINUM PILOT
Oreck Holdings, LLC	DE	012801/9 Wz	1,110,592	ORECK
Oreck Holdings, LLC	DE	T30244/9 Wz	1,179,329	DIRT MAGNET
Oreck Holdings, LLC	DE	T30491/9 Wz	1,181,995	DIRT SEARCH
Oreck Holdings, LLC	DE	T30492/9 Wz	1,190,728	REACH-AROUND
Oreck Holdings, LLC	EU	8466682	8466682	HELIOS SHIELD
Oreck Holdings, LLC	EU	8466617		SWEEP-N-GO
Oreck Holdings, LLC	EU	9863044	9863044	PILOT
Oreck Holdings, LLC	EU	9249087	9249087	ORECK XL ELEMENT
Oreck Holdings, LLC	EU	9862996	9862996	LOVE MY ORECK
Oreck Holdings, LLC	EU	9863011	9863011	My Oreck & Design (Heart)
Oreck Holdings, LLC	EU	9863119	9863119	INSIGHT
Oreck Holdings, LLC	EU	10091577		ORECK CLEANER. EASIER. SMARTER.
Oreck Holdings, LLC	EU	10331601		GRAPHITE
Oreck Holdings, LLC	EU	10331635	10331635	FOREVER

Oreck Holdings, LLC	EU	10331643	10331643	ORECK FOREVER
Oreck Holdings, LLC	EU	10347656		QUICKSWITCH
Oreck Holdings, LLC	EU	10358802		Magnesium
Oreck Holdings, LLC	EU	10358877		CLEAN MADE EASY
Oreck Holdings, LLC	EU	10480007		STEAM-GLIDE
Oreck Holdings, LLC	EU	010484137		AIRINSTINCT
Oreck Holdings, LLC	EU		10062776	DualMax
Oreck Holdings, LLC	EU		9860503	ENDUROLIFE
Oreck Holdings, LLC	EU		8851701	ORECK EDGE
Oreck Holdings, LLC	EU		8851644	ORECK HALO FLASH
Oreck Holdings, LLC	EU		9860404	ORECK QUEST
Oreck Holdings, LLC	EU		10032647	ORECK XL EDGE
Oreck Holdings, LLC	EU		8851784	PLATINUM PILOT
Oreck Holdings, LLC	EU		10732048	LOFT
Oreck Holdings, LLC	EU	80,002	80,002	ORECK
Oreck Holdings, LLC	EU	80,051	80051	ORECK XL
Oreck Holdings, LLC	EU	860,758	860758	XL
Oreck Holdings, LLC	EU	918,586	918586	ORECK XL
Oreck Holdings, LLC	EU	920,126	920126	ORECK
Oreck Holdings, LLC	EU	922,470	922470	HOUSEKEEPER
Oreck Holdings, LLC	EU	949,337		XL PRO
Oreck Holdings, LLC	EU	1,177,336	1177336	HOKY
Oreck Holdings, LLC	EU	1,194,570	1194570	ROTO BLADE
Oreck Holdings, LLC	FR	114,082	1649241	ELECTRIKBROOM
Oreck Holdings, LLC	FR	171,718	1568158	HOUSEKEEPER
Oreck Holdings, LLC	FR	220,081	1598927	DIRT SEARCH
Oreck Holdings, LLC	FR	220,082	1598928	DIRT MAGNET
Oreck Holdings, LLC	FR	220,083	1598929	REACH-AROUND
Oreck Holdings, LLC	FR	841,431	1396101	ORECK
Oreck Holdings, LLC	GB	1,301,059	1301059	ORECK
Oreck Holdings, LLC	GB	2,131,755	2131755	GERMASTAT
Oreck Holdings, LLC	GB	2,243,107	2243107	DAVID ORECK
Oreck Holdings, LLC	GR	46,391	46,391	ELECTRIKBROOM
Oreck Holdings, LLC	GR	129,889	129,889	ORECK
Oreck Holdings, LLC	GR	129,890	129,890	ORECK XL
Oreck Holdings, LLC	GR	129,891	129,891	XL
Oreck Holdings, LLC	GR	129,893	129,893	DESIGN (Upper Portion of Vacuum Housing)
Oreck Holdings, LLC	GR	129,894	129,894	DESIGN (White Stripe Bag)
Oreck Holdings, LLC	HK	301,877,202	301877202	ENDUROLIFE
Oreck Holdings, LLC	HK	301877220	301877220	LOVE MY ORECK
Oreck Holdings, LLC	HK	301,877,248	301877248	PILOT
Oreck Holdings, LLC	HK	301877257	301877257	My Oreck & Design (Heart)
Oreck Holdings, LLC	HK	301878887	301878887	INSIGHT
Oreck Holdings, LLC	HK	301885140	301885140	ORECK QUEST
Oreck Holdings, LLC	HK	301963350		ORECK CLEANER. EASIER. SMARTER.
Oreck Holdings, LLC	HK	302,051,720	302051720	OPTIMAX
Oreck Holdings, LLC	HK	302,054,150	302054150	
Oreck Holdings, LLC	HK	302,054,169		ODOR ABSORBER
Oreck Holdings, LLC	HK	302061891		ORECK
Oreck Holdings, LLC	HK	302110058	302110058	AIRINSTINCT
Oreck Holdings, LLC	HK		302014640	ORECK DUALMAX
Oreck Holdings, LLC	HK		302014631	ORECK OPTIMAX

Oreck Holdings, LLC	HK		302014622	ORECK PROSHIELD
Oreck Holdings, LLC	HK		301940896	ORECK XL EDGE
Oreck Holdings, LLC	IT	10154C/87	797,490	ORECK
Oreck Holdings, LLC	IT	21077 C/90	914,699	REACH-AROUND
Oreck Holdings, LLC	IT	21078 C/90	914,700	DIRT MAGNET
Oreck Holdings, LLC	IT	21079 C/90	914,698	DIRT SEARCH
Oreck Holdings, LLC	IT	33738C/71	982,347	ELECTRIKBROOM
Oreck Holdings, LLC	JP	086245/94	3,278,515	ELECTRIKBROOM
Oreck Holdings, LLC	JP	11-050234	4,438,852	ROTO BLADE
Oreck Holdings, LLC	JP	2010-036853		HALO
Oreck Holdings, LLC	JP	7-101944	4,332,713	ORECK
Oreck Holdings, LLC	KR		40-915968	ORECK
Oreck Holdings, LLC	MX	139,706	521,914	XL
Oreck Holdings, LLC	MX	139,707	423,458	ORECK
Oreck Holdings, LLC	MX	139,708	423,459	ORECK XL
Oreck Holdings, LLC	NZ	300,515	300,515	ORECK
Oreck Holdings, LLC	NZ	300,516	300,516	ORECK
Oreck Holdings, LLC	NZ	300,517	300,517	ORECK XL
Oreck Holdings, LLC	NZ	300,518	300,518	ORECK XL
Oreck Holdings, LLC	NZ	673,570	673,570	XL (Stylized-striped)
Oreck Holdings, LLC	NZ	673,571	673,571	ORECK
Oreck Holdings, LLC	NZ	673,572	673,572	ORECK
Oreck Holdings, LLC	NZ	673,573	673,573	XL (Stylized-striped)
Oreck Holdings, LLC	NZ	B91160	91160	ELECTRIKBROOM
Oreck Holdings, LLC	ZA	69/3842	69/3842	REGINA ELECTRIKBROOM
Oreck Holdings, LLC	ZA	858/29	858/29	REGINA (Stylized)

EXHIBIT F

PLEDGED INTERESTS ADDENDUM

This Pledged Interests Addendum, dated as of _____ __, 201__ (this "Pledged Interests Addendum"), is delivered pursuant to Section 6.12 of the Credit and Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Credit and Security Agreement, dated as of August 29, 2012, (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), made by the undersigned, together with the other Borrowers and Guarantors named therein, and Wells Fargo Bank, National Association, as Lender. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Credit Agreement. The undersigned hereby agrees that the additional interests listed on Schedule I shall be and become part of the Pledged Interests pledged by the undersigned to Lender under the Credit Agreement and any pledged company set forth on Schedule I shall be and become a "Pledged Company" under the Credit Agreement, each with the same force and effect as if originally named therein.

This Pledged Interests Addendum is a Loan Document. Delivery of an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Pledged Interests Addendum. If the undersigned delivers an executed counterpart of this Pledged Interests Addendum by telefacsimile or other electronic method of transmission, the undersigned shall also deliver an original executed counterpart of this Pledged Interests Addendum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Pledged Interests Addendum.

The undersigned hereby certifies that the representations and warranties set forth in Section 5.26 of Exhibit D of the Credit Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

THE VALIDITY OF THIS PLEDGED INTERESTS ADDENDUM, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PLEDGED INTERESTS ADDENDUM SHALL BE TRIED AND LITIGATED ONLY IN THE STATE, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. LENDER AND THE UNDERSIGNED WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND THE UNDERSIGNED HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PLEDGED INTERESTS ADDENDUM OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. LENDER AND THE UNDERSIGNED REPRESENT THAT EACH

HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PLEDGED INTERESTS ADDENDUM MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Pledged Interests Addendum to be executed and delivered as of the day and year first above written.

[_____]

By: _____
Name:
Title:

SCHEDULE I
to
PLEDGED INTERESTS ADDENDUM

Pledged Interests

Name of Loan Party	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.

MIDDLE DISTRICT OF TENNESSEE
Claims Register

3:13-bk-04009 Oreck Direct, LLC

Judge: Keith M Lundin **Chapter:** 11
Office: Nashville **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (5290380) GSC Recover, III, LP c/o Winston & Strawn, LLP Attn: Daniel McGuire 35 West Wacker Drive Chicago, IL 60601	**Claim No: 33** *Original Filed Date:* 09/13/2013 *Original Entered Date:* 09/13/2013	*Status:* *Filed by:* CR *Entered by:* JOHN HAYDEN ROWLAND *Modified:*

Amount claimed: $4230719.33

History:

Details	33-1	09/13/2013	Claim #33 filed by GSC Recover, III, LP, Amount claimed: $4230719.33 (ROWLAND, JOHN)

Description: (33-1) see attached

Remarks:

Claims Register Summary

Case Name: Oreck Direct, LLC
Case Number: 3:13-bk-04009
Chapter: 11
Date Filed: 05/06/2013
Total Number Of Claims: 1

Total Amount Claimed*	$4230719.33
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		