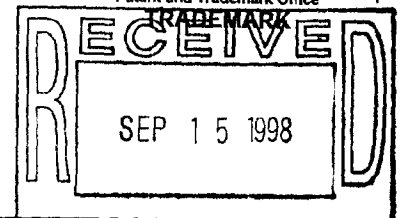


09-23-1998



100836981
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MPA 9-15-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
07301998

Conveying Party

Mark if additional names of conveying parties attached

Name HSBC Business Loans, Inc.

Execution Date
Month Day Year
07301998

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Desa Patent Holdings Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2701 Industrial Drive

Address (line 2) _____

Address (line 3) Bowling Green

KY

42102

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

09/21/1998 TTON11 00000128 1186596

FOR OFFICE USE ONLY

01 FQ:481
02 FQ:482

40.00 OP
400.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1790 FRAME: 0255

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74634846"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1186596"/>	<input type="text" value="1717753"/>	<input type="text" value="1850641"/>
<input type="text" value="75219578"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1223320"/>	<input type="text" value="1719986"/>	<input type="text" value="1876491"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1645881"/>	<input type="text" value="1838605"/>	<input type="text" value="1913194"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

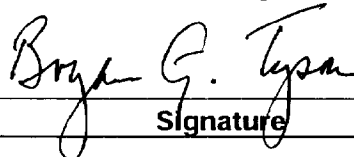
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bryan G. Tyson



9/14/98

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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1914766	2136698	<input type="text"/>
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2018118	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made this 9th day of ~~June~~^{July}, 1998 by Intellectron Incorporated, a California corporation, as debtor and debtor in possession ("ASSIGNOR") in favor of HSBC Business Loans, Inc., a Delaware corporation, as Agent for itself and Sumitomo Bank of California ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign all of ASSIGNOR'S right, title, and interest in and to each and every trademark, service mark, design, logo, tradename, trade style, trade dress and/or other source and/or business identifier, and applications pertaining thereto in which ASSIGNOR presently has an interest (including, without limitation, the trademarks and trademark applications listed in Schedule "A" hereto), including all federal, state and foreign registrations therefor heretofore or hereafter granted, all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits), the right to register claim under any state, federal, or foreign trademark law or regulation, and to renew and extend trademarks and registrations, the right to sue in the name of ASSIGNOR or ASSIGNEE for past, present, and future infringements of trademarks or registrations, all rights corresponding thereto throughout the world, and the goodwill of ASSIGNOR'S business symbolized by the foregoing and associated therewith and as to applications based on an intent to use the respective mark, the entire portion of the business of Assignor to which the mark pertains (collectively, the "TRADEMARKS").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers the TRADEMARKS to ASSIGNEE, its successors and assigns.

ASSIGNOR represents and warrants that this ASSIGNMENT has been duly and validly executed and constitutes a first and paramount claim to the TRADEMARKS hereby assigned.

IN WITNESS WHEREOF, ASSIGNOR has executed this ASSIGNMENT on the date first written above.

ASSIGNOR:

Intellectron Incorporated

By: 

Its: responsible person

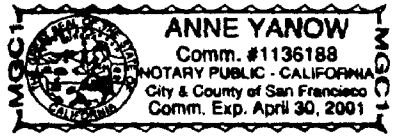
STATE OF CA)
COUNTY OF SF) SS:

On, July 9, 1998, before me, Anne Yanow, personally appeared
Susan L. Gueker

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Anne Yanow



SCHEDULE A -- TRADEMARKS AND TRADEMARK APPLICATIONS

<u>NAME</u>	<u>SERIAL NO.</u>	<u>DATE FILED</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
Intelectron			1,717,753	9/22/92
We Bring Security Home			1,719,986	9/29/92
Scanguard			1,645,881	5/28/91
Environment & Engery Efficient			1,838,605	6/7/94
Electripak			2,062,590	5/20/97
Series One			1,914,766	8/29/95
American Classics			1,913,194	8/22/95
E.S.P.			2,018,118	11/19/96
Lantern Guard			1,929,337	10/24/95
Lanternshield			1,876,491	1/31/95
Quality Mark			1,850,641	8/23/94
A			1,223,320	1/11/83
American Lantern			1,186,596	1/19/82
Microquartz	75/219,578	12/30/96		
Contractor Grade Design			2,136,698	2/17/98
On At Dusk Off At Dawn Design			2,151,782	4/21/98
Q-Lite	74/634,846	2/16/95		

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of July 30, 1998, from HSBC Business Loans, Inc., with a legal address and place of business at 1 Marine Midland Center, Buffalo, New York 14203 (the "Assignor"), as Agent for itself and Sumitomo Bank of California (together with the Agent, the "Sellers") to DESA PATENT HOLDINGS CORPORATION, a Delaware corporation (the "Assignee"), with a legal address and place of business at 2701 Industrial Drive, Bowling Green, Kentucky, USA 42102.

RECITALS

1. Pursuant to that certain Order Authorizing Sale of Assets Free and Clear of Liens, Claims and Interests filed on June 23, 1998 (the "Order") and entered in the Chapter 11 Case entitled In re Intellectron Incorporated, Case No. 98-43509-NII, United States Bankruptcy Court for the Northern District of California, the Assignor has acquired the trademarks, service marks, trade names and similar rights appearing on the attached Annex A and the registrations and applications with the United States Patent and Trademark Office in respect of such trademarks, service marks, trade names and similar rights appearing on the attached Annex A (said trademarks, service marks, trade names, copyrights and similar rights and said registration and applications in respect thereof being collectively referred herein to as the "Trademarks").

2. Assignee is desirous of acquiring from Assignor all right, title and interest of the Sellers in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby.

NOW, THEREFORE, in consideration of and in exchange for the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee the entire right, title and interest of the Sellers in and to the Trademarks, together with the goodwill of the business appurtenant thereto and the goods connected with the use of and symbolized by the Trademarks.

Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or

otherwise that Assignee and its successors, legal representatives or assigns may deem proper in order to register, collect, assert or enforce any claim, right or title of any kind in or to any property rights of Assignor in the Trademarks, including the right to sue for past infringement of the Trademarks, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable, provided that Assignee shall indemnify and hold Assignor harmless from and against any and all claims and losses that may be asserted against or incurred by Assignor as a result of any action taken by Assignee pursuant to the foregoing power of attorney, other than claims relating to the Assignor's power or authority to grant such power. Assignor shall cooperate with and assist Assignee in such proceedings, provided that Assignee shall reimburse Assignor for its reasonable costs and expenses incurred in connection therewith. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the liquidation, dissolution or bankruptcy of Assignor, or in any other manner or for any other reason.

This instrument is executed by, and shall be binding upon, Assignor and its successors and assigns for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

Counterpart Signature Page to Assignment of Trademarks

IN WITNESS WHEREOF, Assignor has executed this assignment, effective as of the 31
day of July, 1998.

HSBC BUSINESS LOANS, INC., as Agent for
itself and SUMITOMO BANK OF CALIFORNIA

By: Edward A. Flower
Name: Edward A. Flower
Title: vice president

Accepted by:

DESA PATENT HOLDINGS CORPORATION

By: _____
Name:
Title:

STATE OF New York)
) ss.
COUNTY OF Erie)

The undersigned, being a Notary Public for the State of New York,
County of Erie, does hereby certify that Edward A. Flowers
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
Vice President of HSBC Business Loans, Inc., in whose name the foregoing instrument is
executed, appeared before me this day in person and acknowledged that he signed and delivered
said instrument as the free and voluntary act of said entity for the uses and purposes therein set
forth.

Given under my hand and seal of office this 31 day of July, 1998.

DAVID P. WARREN #9537950
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/30/2000

David P. Warren
Notary Public

My commission expires: _____

EXHIBIT A - TRADEMARKS

<u>Registration Number</u>	<u>Date Registered/Filed</u>	<u>Mark</u>
1,186,596	01/19/82	American Lantern
1,223,320	01/11/83	A (and design)
1,645,881	05/28/91	Scanguard
1,717,753	09/22/92	Intelectron
1,719,986	09/29/92	We Bring Security Home
1,838,605	06/07/94	Environment & Energy Efficient
1,850,641	08/23/94	Quality Mark
1,876,491	01/31/95	Lanternshield
1,913,194	08/22/95	American Classics
1,914,766	08/29/95	Series One
1,929,337	10/24/95	Lantern Guard
2,018,118	11/19/96	E.S.P.
2,062,590	05/20/97	Electripak
2,136,698	02/17/98	Contractor Grade
2,151,782	04/21/98	On at Dusk Off at Dawn (and design)
74-634,846	02/16/95	Q-Lite
75-219,578	12/30/96	Microquartz