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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fred M. Schildwachter & Sons, Inc. (formerly Fred M. Schildwachter, Inc.) (successor by merger to Trine Products Corporation)

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Desa International, Inc.

Internal Address:

Street Address: 2701 Industrial Drive

City: Bowling Green State: KY Zip: 42101

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: April 7, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 72046377; 73316925; 75720712; 75861566; 76019379

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lewis N. Segall

Internal Address: Sullivan & Worcester LLP

Street Address: One Post Office Square

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 200

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lewis N. Segall
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/07/2001 LMUELLER 00000111 72046377
01 FC:481 40.00 OP
02 FC:482 100.00 OP

Refund Ref: 05/07/2001 LMUELLER 00000104864
CHECK Refund Total: $60.00

ASSIGNMENT OF TRADEMARKS

WHEREAS, Fred M. Schildwachter & Sons, Inc., a New York corporation, whose principal offices are at 1400 Ferris Place, Bronx, New York 10461 ("Assignor"), is the owner of all right, title and interest in and to the trademarks, service marks, trade names and similar rights for chimes and related products appearing on the attached Annex A (the "Trademarks") and in and to the registrations and applications with the United States Patent and Trademark Office therefor; and

WHEREAS, Desa International, Inc., a Delaware corporation, whose principal offices are at 2701 Industrial Drive, Bowling Green, KY 42101 ("Assignee"), is desirous of acquiring from the Assignor all right, title and interest 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 DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and to 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 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 as Assignee and its successors, legal representatives or assigns, shall deem desirable. At the expense of the Assignee (unless otherwise provided in the Asset Purchase Agreement by and among Assignor and Assignee, dated as of April 3, 2000) Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted 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.

Assignee may record this Assignment with the United States Patent and Trademark Office, and/or any other office, agency or authority having jurisdiction over the Trademarks.

This instrument is executed under seal by, and shall be binding upon, Assignor, 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.

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IN WITNESS WHEREOF, Assignor has executed this instrument under seal this 7 day of APRIL, 2000.

ASSIGNOR

FRED M. SCHILDWACHTER & SONS, INC.

By: _____
Name: Daniel A. Schildwachter, Jr.
Title: President

ASSIGNEE

DESA INTERNATIONAL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has executed this instrument under seal this 7th day of April, 2000.

ASSIGNOR

FRED M. SCHILDWACHTER & SONS, INC.

By:_____
Name:
Title:

ASSIGNEE

DESA INTERNATIONAL, INC.

By: Edward G. Patrick
Name: EDWARD G. PATRICK
Title: VICE PRESIDENT

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the 7th day of April, 2000, before me, the undersigned, personally appeared Daniel A. Schildwachter, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires:

MILTON A. CHAMBERS
Notary Public, State of New York
No. 02CH9821105
Qualified in Rockland County
Commission Expires August 31, 2000

STATE OF KENTUCKY)
) ss.
COUNTY OF)

The undersigned, being a Notary Public for the State of Kentucky, does hereby certify that Edward G. Patrick personally known to me to be the Vice President of Desa International, Inc., a Delaware corporation, 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 corporation for the uses and purposes therein set forth.

Given under my hand and seal of office this 7th day of April, 2000.

Felicia J. Carturight McLean
Notary Public, Ky. State-At-Large
My Commission Expires: 08-09-03

Annex A

Mark	Pseudo Mark	Filing Date	Regist. Date
TRINE		2/21/58	12/23/58
SELECTRONIC		6/29/81	5/17/83
ENHANCEMENT COLLECTION		12/1/99	TENTATIVE
WIREDLESS	WIRED LESS	6/3/99	
TIMELESS TREASURES		PENDING	PENDING
WELCOMING SIGHTS		PENDING	PENDING
WELCOMING SOUNDS			