FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-06-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101741950

6.01.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- [ ] Assignment
- [ ] Security Agreement
- [ ] Merger
- [ ] Change of Name
- [ ] License
- [ ] Nunc Pro Tunc Assignment

Effective Date
Month Day Year: May 18, 2000

- [x] Other: Security Agreement Supplement

Conveying Party

[x] Mark if additional names of conveying parties attached

Execution Date
Month Day Year: May 18, 2000

Name: Desa International, Inc.

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: Delaware

RECEIVING PARTY

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): 100 North Tryon Street

Address (line 2):

Address (line 3): Charlotte (City) North Carolina (State/Country) 28255 (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 Assignment.)*
- [ ] Corporation
- [ ] Association
- [x] Other: National Association
- [ ] Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

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: 212-848-4406

Name: Alexander M. Kim

Address (line 1): Shearman & Sterling

Address (line 2): 599 Lexington Avenue

Address (line 3): New York, New York 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 7

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)		
72/046,377	73/316,925	75/861,566	TMA 119,022	2,176,055	
75/720,712					

Number of Properties

Enter the total number of properties involved. # 6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 165.00

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: # 50-0324

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.

Alexander M. Kim
Name of Person Signing

Signature

May 30, 2001
Date

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Desa Holdings Corporation

May 18, 2000

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☒ Citizenship/State of Incorporation/Organization: Delaware

RECEIVING PARTY

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

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)		

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

May 18, 2000

Bank of America, N.A., as the Administrative
Agent for the Leaders party to the
Credit Agreement referred to below
100 North Tryon Street
Charlotte, North Carolina 28255
Attention: David Strickert

Re: Credit Agreement originally dated as of November 26, 1997 (as amended, modified or otherwise supplemented from time to time, the "Credit Agreement") among Desa International, Inc., Desa Holdings Corporation, the Lender Parties as parties thereto, Bank of America, N.A., as Administrative Agent, Banc of America Securities LLC, as Syndication Agent and Co-Arranger, and UBS Securities LLC, as Documentation Agent and Co-Arranger.

Ladies and Gentlemen:

Reference is made to the above-captioned Credit Agreement and to the Intellectual Property Security Agreement referred to therein (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified hereafter from time to time, the "Intellectual Property Security Agreement"). Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Intellectual Property Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby assigns and pledges to the Administrative Agent for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest, whether now owned or hereafter acquired, in and to all of the Intellectual Property Collateral of the undersigned, wherever located, whether now or hereafter existing, including, but not limited to, the property and assets of the undersigned set forth on the attached supplements to the Schedules to the Intellectual Property Security Agreement.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a lien on and security interest in, the Intellectual Property Collateral by the undersigned under this Intellectual Property Security Agreement Supplement and the Intellectual Property

Security Agreement secures the payment of all of the Obligations of the undersigned now and hereafter existing under or in respect of the Loan Documents (including, without limitations, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premium, fees, indemnification payments, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owned by the undersigned to the Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the undersigned.

SECTION 3. Supplements to Intellectual Property Security Agreement Schedules. The undersigned has attached hereto supplements to each of the Schedules to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplements have been prepared by the undersigned in substantially the form of the Schedules to the Intellectual Property Security Agreement and are complete and correct in all material respects.

SECTION 4. Obligations Under the Intellectual Property Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Intellectual Property Security Agreement to an "Additional Intellectual Property Collateral Grantor" or a "Grantor" shall also mean and be a reference in any of the other Loan Documents to a "Grantor" or a "Loan Party" shall also mean and be a reference to the undersigned.

SECTION 5. Governing Law: Jurisdiction: Etc. (a) This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) The undersigned hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of relating to this Intellectual Property Agreement Supplement, the Intellectual Property Security Agreement or any other Loan Document to which it is or is to be a party, or for recognition or enforcement of any judgment, and the undersigned hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by applicable law, in any such federal court. The undersigned irrevocably and unconditionally waives, to the fullest extent in may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement, the Intellectual Property Security Agreement or any other Loan Document to which it is or is to be a party in any New York state or federal court. The undersigned hereby irrevocably waives, to the fullest

extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The undersigned hereby agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Intellectual Property Security Agreement shall affect any right that the undersigned or that the Administrative Agent or any of the other Secured Parties may otherwise have to bring any action or proceeding relation to this Intellectual Property Security Agreement Supplement, the Intellectual Property Security Agreement or any of the other Loan Documents to which it is or is to be a party, or otherwise to proceed against the undersigned, in the courts of any jurisdiction.

(c) THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT, THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, ANY DOCUMENTS DELIVERED PURSUANT TO THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF THE ADMINISTRATIVE AGENT OR ANY OF THE OTHER SECURED PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

Very truly yours.
DESA INTERNATIONAL, INC.

By _____
Name: Edward Patrick

Title: Vice President, Finance

Supplement to Schedule I - Patents

See attached.

Patent #	Country	Model #	Title	Filing Date	Issue Date	Expiration Date	Law Firm	File #
54790	Canada	86	Chime housing			EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54791	Canada					EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54792	Canada	88	Door Chime- Design		1/20/86	EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54793	Canada	90 Series	Chime housing			EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54794	Canada					EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54795	Canada	87	Chime housing			EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54796	Canada	82	Chime housing			EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
54797	Canada	83	Chime housing			EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR 24
54798	Canada	92	Chime housing			EXPIRED	Brooks,Haldt,Haffner & Delahunty	TR 38
77479	Taiwan	34	Combined audible and visual signaling device	3/24/95	2/21/96	3/23/15	Brooks,Haldt,Haffner & Delahunty	TR 37
114076	Taiwan	90	Door Chime Assembly	6/11/94	6/1/96	6/10/06	Norris,McLaughlin, & Marcus	TR 35
171909	Mexico	450 Series	Illuminated push button	12/10/90	11/23/93	12/10/10	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
184923	Mexico	882	Low Profile Illuminated Push Button	4/28/95	6/6/97	4/28/15	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
188413	Mexico	90	Door Chime Assembly	6/10/94	3/27/98	6/10/14	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
2,030,590	Canada	450 Series	Illuminated push button	11/23/90	9/27/94	11/23/10	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
2,122,426	Canada	90	Door Chime Assembly	4/28/94	9/3/96	4/28/14	Brooks,Haldt,Haffner & Delahunty	TR 38A
2,145,059	Canada	34	Combined audible and visual signaling device	5/20/95	2/3/98	5/20/15	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
2,148,439	Canada	882	Low Profile Illuminated Push Button	5/2/95	11/14/95	5/2/15	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
2,220,482	Canada	908	Sound activated transmitter	5/6/96	11/14/96	5/6/16	Brooks,Haldt,Haffner & Delahunty	
4,333,132	USA	N/A	Swivel unit for adjustable lighting fixtures	5/10/79	6/1/82	EXPIRED	Carmen P. Patti,John R. Garrett	
4,382,647	USA	N/A	Swivel unit for adjustable lighting fixtures	11/6/80	5/10/83	11/6/00	J.R. Garrett,R.T. Guttman,D.P. Reynolds	
4,648,675	USA	Garden Light	Electrical connection apparatus for lighting fixtures	7/2/86	3/10/87	7/2/06	Brooks,Haldt,Haffner & Delahunty	TR 25A
5,036,441	USA	450 Series	Illuminated push button	4/9/90	7/30/91	4/9/10	Brooks,Haldt,Haffner & Delahunty	TR 35
5,392,202	USA	882	Low Profile Illuminated Push Button	5/13/94	2/21/95	5/13/14	Brooks,Haldt,Haffner & Delahunty	TR 40
5,420,564	USA	90	Door Chime Assembly	7/14/93	5/30/95	7/14/13	Brooks,Haldt,Haffner & Delahunty	TR 37
5,576,690	USA	34	Combined audible and visual signaling device	8/7/95	11/19/96	8/7/15	Brooks,Haldt,Haffner & Delahunty	TR 38A
5,638,047	USA	908T	Sound activated transmitter	5/10/95	6/10/97	5/10/15	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
5,748,074	USA	605	Electronic door chime	11/12/96	5/5/98	11/12/16	Wyatt,Gerber,Meller & O'Rourke	08/[illegible]
99105494.2	Hong Kong	90	Door Chime Assembly	11/26/99			Norris,McLaughlin, & Marcus	TR [illegible]
D 280,082	USA	92	Chime cover plate	10/20/83	8/13/85	EXPIRED	Stephen A. Litchfield	TR [illegible]
D 280,083	USA	90 Series	Chime cover plate	10/20/83	8/13/85	EXPIRED	Stephen A. Litchfield	TR [illegible]
D 283,505	USA	N/A	Door bell push button	10/20/83	4/22/86	4/22/00	Stephen A. Litchfield	
D 284,069	USA	87	Cover plate for a chime or the like	7/26/84	6/3/86	6/3/00	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
D 284,171	USA	83	Door chime housing	6/1/84	6/10/86	6/10/00	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
D 284,172	USA	88	Door chime housing	6/1/84	6/10/86	6/10/00	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
D 284,173	USA	82	Chime cover plate	7/26/84	6/10/86	6/10/00	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
D 284,174	USA	86	Housing for door chimes or the like	6/1/84	6/10/86	6/10/00	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
D 284,175	USA	90 Series	Chime housing	5/1/84	6/10/86	6/10/00	Brooks,Haldt,Haffner & Delahunty	
D 292,179	USA	89	Wall chime	10/29/84	10/6/87	10/6/01	Brooks,Haldt,Haffner & Delahunty	TR 24
D 294,471	USA	92	Chime housing	4/11/85	3/1/88	3/1/02	Brooks,Haldt,Haffner & Delahunty	
D 307,768	USA	900	Electrically illuminated house sign	2/3/88	5/8/90	5/8/04	Brooks,Haldt,Haffner & Delahunty	
D 380,167	USA	36	Door chime	7/26/96	6/24/97	6/24/11	Wyatt,Gerber,Meller & O'Rourke	29/0[illegible]
D 381,594	USA	37	Door chime	7/26/96	7/29/97	7/29/11	Wyatt,Gerber,Meller & O'Rourke	29/0[illegible]
D 382,502	USA	38	Door chime	7/26/96	8/19/97	8/19/11	Wyatt,Gerber,Meller & O'Rourke	29/0[illegible]
D 391,514	USA	425	Push button for wireless door chime	7/14/97	3/3/98	3/3/12	Wyatt,Gerber,Meller & O'Rourke	29/0[illegible]
D 406,110	USA	N/A	Electrical switch for door chime	12/17/97	2/23/99	2/23/13	Eliot S. Gerber	
D 410,436	USA	512	Wireless Push Button	3/30/98	6/1/99	6/1/13	Norris,McLaughlin, & Marcus	TR [illegible]
ZL90110050.1	China	450 Series	Illuminated push button	12/18/90	4/1/94	12/18/05	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
ZL94106980.X	China	90	Door Chime Assembly	6/10/94	1/23/99	6/10/14	Norris,McLaughlin, & Marcus	TR [illegible]
ZL95106110.0	China	882	Low Profile Illuminated Push Button	5/12/95	8/29/98	5/12/15	Brooks,Haldt,Haffner & Delahunty	TR [illegible]
PENDING	USA	32	Door Chime- Design				Norris,McLaughlin, & Marcus	
PENDING	USA	35	Door Chime- Design				Norris,McLaughlin, & Marcus	
PENDING	USA		Electronic Display- Design				Norris,McLaughlin, & Marcus	
PENDING	USA		Door Bell Pager				Norris,McLaughlin, & Marcus	

Supplement to Schedule II - Trademarks

See attached.

Consumer Trademarks

Sec. 4.1(C) Sec. 4.7(A)
Sec. 4.5 Sec. 4.7(B)

Serial Number	Word Mark	Pseudo Mark	Filing Date	Regist. Date	Attorney	Dept
72-046377	TRINE		2/21/58	12/23/58	Lorimer P. Brooks	Consumer
73-316925	SELECTRONIC		6/29/81	5/17/83		Consumer
TMA119022	TRINE (Canada)		9/24/59	8/5/60		Consumer
75/861,566	ENCHANTMENT COLLECTION		12/1/99	TENTATIVE	William R. Robinson	Consumer
2176055	TRINE (Great Britain)		8/27/98	9/12/99	Baker & McKenzie	Consumer
75-720712	WIREDLESS	WIRED LESS	6/3/99		William R. Robinson	Consumer
	TIMELESS TREASURES		PENDING	PENDING	William R. Robinson	Consumer
	WELCOMING SIGHTS WELCOMING SOUNDS		PENDING	PENDING	William R. Robinson	Consumer