



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 6/31/2002)

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4-4-03

102416578

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

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

1. Name of conveying party(ies):

DESA IP, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other a Florida Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 26, 2002

2. Name and address of receiving party(ies)

Name: Abelco Finance LLC as collateral agent for lenders

Internal

Address: 28th Floor, _____

Street Address: 450 Park Avenue _____

City: New York State: NY Zip: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other a Delaware Limited Liability Company

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

2003 APR -4 AM 9:29
FINANCE SECTION

OFFICE OF PTO/JC RECORDS

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1,796,164 2,151,782

Additional number(s) attached Yes No

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

Name: Santo Manna, Esq.

Internal Address: 19th Floor

Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

99

7. Total fee (37 CFR 3.41).....\$ 2,490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Barbara Bauer-Padron
Name of Person Signing

Signature

April 4, 2003
Date

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

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

04/10/2003 ECOOPER 00000325 500675 1796164

01 FC:0521 40.00 CH
02 FC:0522 2450.00 CH

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
US	Registered	AUTO IDLE	132147	06/27/77	1098634	08/08/78
US	Pending	BASIC SOLUTIONS	76/457754	10/07/02		
US	Registered	CHAREALISTIC	75/168521	09/19/96	2086023	08/05/97
US	Registered	COMFORT FLAME	74/253792	03/09/92	1933402	11/07/95
US	Registered	COMFORT GLOW	253302	03/24/80	1188544	02/02/82
US	Registered	COMFORT GLOW	484695	06/11/84	1337756	05/28/85
US	Registered	COMFORT-STAT	74/487684	02/07/94	2026252	12/31/96
US	Registered	CONTRACTOR GRADE & DESIGN	75/137479	07/22/96	2136698	02/17/98
US	Pending	CONTROLS 2 LIGHT GROUPS	76/454713	10/02/02		
US	Allowed	CREEP ZONE	75/773040	08/11/99		
US	Registered	DESA	75/224599	01/13/97	2097910	09/16/97
US	Registered	DESA INTERNATIONAL	75/224598	01/13/97	2095386	09/09/97
US	Published	DESA INTERNATIONAL AND DESIGN	76/304587	08/24/01		
US	Pending	DIMMING CONTROL & DESIGN	76/457116	10/09/02		
US	Registered	DRAGON DESIGN	74/209376	10/03/91	1704790	08/04/92
US	Registered	DUAL BRITE	75/066726	03/04/96	2098785	09/23/97
US	Registered	DUSK/DAWN	75/137476	07/22/96	2151782	04/21/98
US	Registered	DYNAMASTER	74/192924	08/09/91	1713415	09/08/92
US	Registered	DYNAVENT	74/185125	07/15/91	1721726	10/06/92
US	Registered	E.S.P.	74/528975	05/24/94	2018118	11/19/96
US	Registered	EL-6	73/508931	11/15/84	1350326	07/23/85
US	Registered	ELECTRIPAK	74/702150	07/14/95	2062590	05/20/97
US	Registered	EMBER STAT	74/465531	12/06/93	1953619	01/30/96
US	Registered	EMBERMASTER	75/714876	05/27/99	2525689	01/01/02
US	Pending	ENCHANTMENT COLLECTION	75/861566	12/01/99	2525880	
US	Registered	EXPRESSIONS	76/299167	08/09/01	2540499	02/19/02
US	Pending	FAST SHARP	76/224595	03/14/01		
US	Registered	FASTRAK	73/003580	10/15/73	999552	12/17/74
US	Published	FIRELOG MATE	76/230076	03/23/01		

TRADEMARK
REEL: 002706 FRAME: 0677

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
US	Registered	FLAME MAX	75/046995	01/23/96	2112843	11/11/97
US	Allowed	FMI	75/891737	01/07/00	2486202	09/04/01
US	Registered	GLO-WARM	75/465666	04/10/98	2295299	11/30/99
US	Registered	HEAT DEMON	74/116076	11/16/90	1714643	09/08/92
US	Registered	HEAT DEMON & DESIGN	74/284638	06/15/92	1756680	03/09/93
US	Registered	HEAT DEMON DESIGN	74/255561	03/16/92	1798612	10/12/93
US	Registered	HEAT DRAGON	74/183689	07/10/91	1730302	11/03/92
US	Registered	HEAT MATE	74/183682	07/10/91	1722939	10/06/92
US	Registered	HEATH	337306	09/08/69	928672	02/08/72
US	Registered	HOT SPOT	74/636691	02/21/95	1990477	07/30/96
US	Pending	HSI SMART START TECHNOLOGY & DESIGN	76/396223	04/16/02		
US	Registered	INFRA-STAT	74/443243	10/04/93	1847657	08/02/94
US	Registered	INTELECTRON	74/216834	10/29/91	1717753	09/22/92
US	Registered	JOURNEYMAN	75/065061	02/29/96	2104148	10/07/97
US	Registered	LIMB N' TRIM	73/025481	06/27/74	1031216	01/27/76
US	Published	LOGMASTER	76/318451	09/27/01		
US	Published	LOGMASTER STYLIZED	76/324102	10/11/01		
US	Registered	LOGMATE	75/059939	02/20/96	2216817	01/12/99
US	Registered	MASTER	73/603166	06/09/86	1442999	06/16/87
US	Registered	MINI HEARTH	74/635422	02/17/95	1946931	01/09/96
US	Pending	NEED HEAT NOW WERE READY	76,416,134			
US	Pending	NEW WIRELESS TECHNOLOGY	78/090705	10/29/01		
US	Pending	NEW WIRELESS TECHNOLOGY WIRELESS	78/090703	10/29/01		
US	Pending	NEW WIRELESS TECHNOLOGY WIRELESS	78/090702	10/29/01		
US	Pending	NEW WIRELESS TECHNOLOGY WIRELESS SOLID BRASS DESIGN	78/090700	10/29/01		
US	Registered	NEW WIRELESS TECHNOLOGY WIRELESS SOLID BRASS LIFETIME FINISH	76/273976	06/20/01	2550034	03/19/02
US	Pending	NEXT GENERATION	76/457114	10/09/02		
US	Pending	NO WIRES REQUIRED & DESIGN	75/726696	06/11/99		
US	Pending	POLECAT	73/402609	11/15/82	1289496	08/07/84
US	Registered	POWER TILL	74/802227	07/14/92	1896783	05/30/95
US	Registered	POWERFAST				

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
US	Registered	POWERFAST	74/801729	07/14/92	1910680	08/08/95
US	Registered	POWERFAST	74/802490	07/14/92	1922830	09/26/95
US	Registered	POWERFAST	75/168825	09/19/96	2087774	08/12/97
US	Registered	POWERFAST	75/801766	09/17/99	2488842	09/11/01
US	Registered	POWERHAMMER AND DESIGN	508929	11/15/84	1415396	10/28/86
US	Registered	RADIANT FLAME	74/452389	10/29/93	1869046	12/20/94
US	Registered	REDDY HEATER	187025	01/19/64	828558	05/09/67
US	Pending	REMYNGTON *	76/321834	10/05/01		
US	Registered	REMYNGTON *	632528	11/26/86	1494999	07/05/88
US	Registered	REMYNGTON *	612353	04/06/51	585910	02/23/54
US	Registered	REMYNGTON *	012219	07/16/56	641988	02/26/57
US	Registered	REMYNGTON *	72/329271	06/05/69	929505	02/22/72
US	Pending	REMOTE HOME	76/457758	10/07/02		
US	Pending	RF TECH COMPATIBLE & DESIGN	76/457326	10/10/02		
US	Pending	SAY WHAT	76/298959	08/09/01		
US	Pending	SAY WHAT?	76/299166	08/09/01		
US	Registered	SCANGUARD	74/061661	05/22/90	1645881	05/28/91
US	Registered	SELECTRONIC	73/316925	06/29/81	1238082	05/17/83
US	Registered	SPACE HEATING IDEAS THAT WORK BEAUTIFULLY	73/756446	10/07/88	1549041	07/25/89
US	Pending	STORM GUARD	75/773088	08/11/99		
US	Registered	STRIKE SET	75/211026	12/10/96	2196422	10/13/98
US	Registered	STRIKELINE	75/658281	03/11/99	2543295	02/26/02
US	Registered	STRIKELINE ON-LINE	75/658282	03/11/99	2547802	03/12/02
US	Published	SUNFLOWER	75/773089	08/11/99		
US	Pending	SUPER GLOW	76/386288	03/22/02		
US	Pending	TCS	78/028118	09/28/00		
US	Registered	THE ELECTRIC ADVANTAGE: ELIMINATES ...	76/282846	07/11/01	2588184	07/02/02
US	Pending	TIMLESS TREASURES	76/019379			
US	Registered	TOTAL CONTROL SYSTEM	78/028122	09/28/00	2586983	01/25/02
US	Registered	TRINE	72/046377	02/21/58	671489	12/23/58

TRADEMARK

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DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
US	Pending	TWO YEAR WARRANTY 2	76/457329	10/10/02		
US	Pending	UP TO 100 FT. RANGE & DESIGN	76/454712	10/10/02		
US	Registered	VANGUARD	73/401917	11/08/82	1301450	10/23/84
US	Registered	VANGUARD	603149	06/09/86	1442998	06/16/87
US	Registered	WE BRING SECURITY HOME	74/216833	10/29/91	1719986	09/29/92
US	Pending	WIREDLESS	75/720712	06/03/99		
US	Pending	WIRELESS COMMAND	76/466067	11/04/02		
US	Registered	YELLOW/BLACK DESIGN	74/046378	04/06/90	1727357	10/27/92

TRADEMARK
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FROM

(TUE) 3. 25' 03 15:05/ST. 15:03/NO. 4261294470 P 5

ASSIGNMENT FOR SECURITY**TRADEMARKS**

WHEREAS, DESA IP, LLC (the "Assignor") holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor and certain affiliates have entered into a Security Agreement, dated December 26, 2002 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 26, 2002.

DESA IP, LLC

By: Steve Clanton

Name: Steve Clanton

Title: Vice President

FROM

(TUE) 3.25'03 15:05/ST. 15:03/NO. 4261294470 P 6

STATE OF Kentucky)
)ss.:
COUNTY OF Warr)

On this 25th day of December, 2002, before me personally came Steve Clanton, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFU of _____, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Janice Gray