

04-28-2003

To the Honorable Assistant Sec
original document(s) or copy(ies)

id Trademarks: Please record the attached



102432902

1. Name of conveying party(ies):
DESA Patent Holdings Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State/ Delaware
- Other Limited liability company

Additional name(s) of conveying party(ies) attached?

Yes or No?

3. Nature of conveyance:

- Assignment of Interest Merger
- Security Agreement Change of Name
-

Execution Date: 12/26/02

2. Name and address of receiving party(ies):

Name: DESA International LLC
Street Address 2701 Industrial Drive
Bowling Green, Kentucky 42101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation (_____)
- Other Limited liability company

If assignee is not domiciled in the United States, a domestic

Representative designation is attached: Yes or No?
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes or No?

4. Application number(s) or registration number(s): Attorney Docket No.:

A. Trademark Application No.(s):

B. Trademark Registration No.(s)

2,136,698, 2,018,118, 2,062,590, 1,717,753,
2,151,782, 1,645,881, 1,719,986

Additional numbers attached? Yes or No?

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

Name: Greenberg Traurig, P.A., Attn: Manuel Valcarcel
Internal Address: _____
Street Address: 1221 Brickell Avenue
City: Miami, State: Florida ZIP: 33131

6. Total number of applications and registrations involved: 7

7. Total fee (37 C.F.R. § 3.41).....\$190.00

- Enclosed
- Authorized any deficiency to be charged to deposit account

8. Deposit account Number: 50-1792

(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.

Manuel R. Valcarcel, Esq.
Name of Person Signing

Manuel R. Valcarcel
Signature

February 5, 2003
Date

Total number of pages including cover sheet(s):

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner and Assistant Secretary of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

04/25/2003 LHMILLER 00000099 2136698

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

WMIA-SRV01\1444819v01

TRADEMARK
REEL: 002719 FRAME: 0265

OFFICE OF PATENT RECORDS
2003 APR 17 PM 5:05
FINANCE SEC

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 24th day of December, 2002 ("Effective Date") by DESA PATENT HOLDINGS CORPORATION, with its principal office at 2701 Industrial Drive, Bowling Green, Kentucky, 42101 ("Assignor"), to and in favor of DESA INTERNATIONAL LLC, a Delaware limited liability company, with its principal office at 2701 Industrial Drive, Bowling Green, Kentucky, 42101 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of its trademarks, including, but not limited to, the United States and foreign trademark registrations, pending applications, common law trademark rights and all other rights with respect to the unregistered trademarks and the trade names and assumed names set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

* * * * *

SCHEDULE A

TRADEMARKS

1436967v01

F-1

DESA PATENT HOLDINGS CORPORATION

U. S. TRADEMARKS

SCHEDULE

MARK	REGISTRATION NO.	REGISTERED
CONTRACTOR GRADE & DESIGN	2136698	02/17/98
E.S.P.	2018118	11/19/96
ELECTRIPAK	2062590	05/20/97
INTELECTRON	1717753	09/22/92
ON AT DUSK OFF AT DAWN	2151782	04/21/98
SCANGUARD	1645881	05/28/91
WE BRING SECURITY HOME	1719986	09/29/92

\\MIA-SRV01\1437176v01