

04-28-2003

To the Honorable / original document



of Patents and Trademarks: Please record the attached

1. Name of conveying party: DESA International LLC 102432903

Individual(s) Association

4-17-03

General Partnership Limited Partnership

Corporation-State/ _____

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

Other

Execution Date: 12/26/02

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

Name: DESA IP, LLC

Street Address c/o H.I.G. Capital, LLC
1001 Brickell Bay Drive, 27th Fl.
Miami, Florida 33131

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)

1,796,164

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: 98

7. Total fee (37 C.F.R. § 3.41).....\$ 2465.00

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

Signature

February 5, 2003

Date

Total number of pages including cover sheet(s): 34

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.

04/23/2003 LNUELLER 0000100 1796164

01 FC:0521
02 FC:0522

40.00 DP
2425.00 DP

WMIA-SRV01\1444796v01

TRADEMARK
REEL: 002721 FRAME: 0184

OFFICE OF PUBLIC RECORDS
200 MAR 17 2003
FINANCE SECTION

Trademark	Appl. No.	Reg. No.
AUTO IDLE	132147	1098634
BASIC SOLUTIONS	76/457754	
CHAREALISTIC	75/168521	2086023
COMFORT FLAME	74/253792	1933402
COMFORT GLOW	255302	1188544
COMFORT GLOW	484695	1337756
COMFORT-STAT	74/487684	2026252
CONTRACTOR GRADE & DESIGN	75/137479	2136698
CONTROLS 2 LIGHT GROUPS	76/454713	
CREEP ZONE	75/773040	
DESA	75/224599	2097910
DESA INTERNATIONAL	75/224598	2095386
DESA INTERNATIONAL AND DESIGN	76/304587	
DIMMING CONTROL & DESIGN	76/457116	
DRAGON DESIGN	74/209376	1704790
DUAL BRITE	75/066726	2098785
DUSK/DAWN	75/137476	2151782
DYNAMASTER	74/192924	1713415
DYNAVENT	74/185125	1721726
E.S.P.	74/528975	2018118
EL-6	73/508931	1350326
ELECTRIPAK	74/702150	2062590
EMBER STAT	74/465531	1953619
EMBERMASTER	75/714876	2525689
ENCHANTMENT COLLECTION	75/861566	2525880
EXPRESSIONS	76/299167	2540499
FAST SHARP	76/224595	
FASTRAK	73/003580	999552
FIRELOG MATE	76/230076	
FLAME MAX	75/046995	2112843

Additional applications and registrations for Item 4 of Recordation Cover Sheet

Trademark	Apl. No.	Reg. No.
FMI	75/891737	2486202
GLO-WARM	75/465666	2295299
HEAT DEMON	74/116076	1714643
HEAT DEMON & DESIGN	74/284638	1756680
HEAT DEMON DESIGN	74/255561	1798612
HEAT DRAGON	74/183689	1730302
HEAT MATE	74/183682	1722939
HEATH	337306	928672
HOT SPOT	74/636691	1990477
HSI SMART START TECHNOLOGY & DESIGN	76/396223	
INFRA-STAT	74/443243	1847657
INTELECTRON	74/216834	1717753
JOURNEYMAN	75/065061	2104148
LIMB N' TRIM	73/025481	1031216
LOGMASTER	76/318451	
LOGMASTER STYLIZED	76/324102	
LOGMATE	75/059939	2216817
MASTER	73/603166	1442999
MINI HEARTH	74/635422	1946931
NEED HEAT NOW WERE READY	76,416,134	
NEW WIRELESS TECHNOLOGY	78/090705	
NEW WIRELESS TECHNOLOGY WIRELESS	78/090703	
NEW WIRELESS TECHNOLOGY WIRELESS SOLID BRASS DESIGN	78/090702	
NEW WIRELESS TECHNOLOGY WIRELESS SOLID BRASS LIFETIME FINISH	78/090700	
NEXT GENERATION	76/273976	2550034
NO WIRES REQUIRED & DESIGN	76/457114	
POLECAT	75/726696	
POWER TILL	73/402609	1289496
POWERFAST	74/802227	1896783
POWERFAST	74/801729	1910680

Trademark	Appl. No.	Reg. No.
POWERFAST	74/802490	1922830
POWERFAST	75/168825	2087774
POWERFAST	75/801766	2488842
POWERHAMMER AND DESIGN	508929	1415396
RADIANT FLAME	74/452389	1869046
REDDY HEATER	187025	828558
REMINGTON *	76/321834	
REMINGTON *	632528	1494999
REMINGTON *	612353	585910
REMINGTON *	012219	641988
REMINGTON *	72/329271	929505
REMOTE HOME	76/457758	
RF TECH COMPATIBLE & DESIGN	76/457326	
SAY WHAT	76/298959	
SAY WHAT?!	76/299166	
SCANGUARD	74/061661	1645881
SELECTRONIC	73/316925	1238082
SPACE HEATING IDEAS THAT WORK BEAUTIFULLY	73/756446	1549041
STORM GUARD	75/773088	
STRIKE SET	75/211026	2196422
STRIKELINE	75/658281	2543295
STRIKELINE ON-LINE	75/658282	2547802
SUNFLOWER	75/773089	
SUPER GLOW	76/386288	
TCS	78/028118	
THE ELECTRIC ADVANTAGE: ELIMINATES ...	76/282846	2588184
TIMELSS TREASURES	76/019379	
TOTAL CONTROL SYSTEM	78/028122	2586983
TRINE	72/046377	671489
TWO YEAR WARRANTY 2	76/457329	

Additional applications and registrations for Item 4 of Recordation Cover Sheet

Trademark	Apl. No.	Reg. No.
UP TO 100 FT. RANGE & DESIGN	76/454712	
VANGUARD	73/401917	1301450
VANGUARD	603149	1442998
WE BRING SECURITY HOME	74/216833	1719986
WIRELESS	75/720712	
WIRELESS COMMAND	76/466067	
YELLOW/BLACK DESIGN	74/046378	1727357

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date
US	Registered	AMERICA'S ECS	74/342023	12/18/92	1796164	09/28/93
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	255302	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		

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 SOLID BRASS DESIGN	78/090702	10/29/01		
US	Pending	NEW WIRELESS TECHNOLOGY WIRELESS SOLID BRASS LIFETIME FINISH	78/090700	10/29/01		
US	Registered	NEXT GENERATION	76/273976	06/20/01	2550034	03/19/02
US	Pending	NO WIRES REQUIRED & DESIGN	76/457114	10/09/02		
US	Pending	POLECAT	75/726696	06/11/99		
US	Registered	POWER TILL	73/402609	11/15/82	1289496	08/07/84
US	Registered	POWERFAST	74/802227	07/14/92	1896783	05/30/95

DESA INTERNATIONAL, INC.
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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	REMINGTON *	76/321834	10/05/01		
US	Registered	REMINGTON *	632528	11/26/86	1494999	07/05/88
US	Registered	REMINGTON *	612353	04/06/51	585910	02/23/54
US	Registered	REMINGTON *	012219	07/16/56	641988	02/26/57
US	Registered	REMINGTON *	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

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	Common Law	WELCOMING SIGHTS				
US	Common Law	WELCOMING SOUNDS				
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
Argentina	Pending	HEATH	2338388	05/15/01		
Argentina	Pending	MASTER	2338389	05/15/01		
Argentina	Pending	REMINGTON *	2338387	05/15/01		
Australia	Registered	HEATH	B265692	02/08/73	B265692	08/11/76
Australia	Registered	POWERFAST	787395	03/05/99	787395	10/22/99
Austria	Registered	HEATH			46162	08/16/61
Austria	Registered	HEATH			74609	06/05/73
Austria	Registered	MASTER			53040	08/18/64
Austria	Registered	REDDY HEATER	AM614497		175953	05/29/98
Austria	Registered	REMINGTON *	302188	07/04/88	122292	11/09/88
Benelux	Registered	HEATH	31475	10/27/72	314059	10/27/72
Benelux	Registered	MASTER	101589	04/07/64	19998	12/21/82
Benelux	Registered	POWERFAST	826434	04/29/94	550709	04/29/94
Benelux	Pending	REDDY & DESIGN	576761	12/21/64	80796	12/21/71
Benelux	Registered	REMINGTON *	716957	07/01/88	454125	07/01/88
Benelux	Registered	REMINGTON *	878808	09/18/96	615460	09/18/96
Bolivia	Registered	HEATH	19940	02/15/73	48906A	05/17/74
Brazil	Registered	HEATH	815392320	01/30/90	815392320	02/08/94
Brazil	Pending	MASTER	820825085	06/08/98		
Brazil	Published	MASTER	820825107	06/08/98		

TRADEMARK
REEL: 002721 FRAME: 0192

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
Brazil	Registered	POWERFAST	821066471	09/15/98	821066471	09/04/01
Brazil	Pending	REMINGTON *	819671649	12/03/96		
Brazil	Registered	REMINGTON *	820962457	07/05/98	820962457	07/17/01
Brazil	Pending	VANGUARD	820825093	06/08/98		
Brazil	Published	VANGUARD	820825123	06/08/98		
California	Registered	ELECTRIPAK				
Canada	Registered	BLUE DIAMOND	185118		101338	06/03/96
Canada	Registered	CAMBRIDGE	497955	01/27/83	UCA 19856	09/29/44
Canada	Registered	COMFORT GLOW	836359	02/13/97	284655	11/04/83
Canada	Registered	DESA	368795	10/11/73	496062	06/16/98
Canada	Registered	DYNAVENT	706402	06/05/92	200597	07/19/74
Canada	Pending	ELECTRIPAK	1027403	08/30/99	419250	11/05/93
Canada	Registered	GOLD CROWN	185117	09/29/44	UCA 19837	09/29/44
Canada	Registered	HANDYMASTER	532091	11/22/84	338936	04/04/88
Canada	Registered	HEAT DEMON	783869	05/30/95	477078	06/02/97
Canada	Registered	HEAT DRAGON	783868	05/30/95	477079	06/02/97
Canada	Registered	HEATH	387140	06/24/75	217470	12/03/76
Canada	Registered	HOT SPOT	840393	03/25/97	508296	02/22/99
Canada	Registered	HOT SPOT & DESIGN				
Canada	Registered	INTELECTRON	740729	11/05/93	TMA306816	09/13/85
Canada	Registered	MASTER	305301	05/30/67	TMA434160	09/30/94
Canada	Registered	POWERFAST	811234	04/30/96	158617	10/11/68
Canada	Registered	READY	532860	12/05/84	509064	03/10/99
Canada	Registered	REDDY HEATER	304881	05/12/67	382159	03/29/91
Canada	Registered	REFLEX	669167	10/25/90	162590	05/09/69
Canada	Registered	REMINGTON *	608096	06/01/88	400505	07/24/92
Canada	Registered	STRIKE SET	831815	12/17/96	394052	02/14/92
Canada	Pending	TCS	1097389	03/26/01	506919	01/21/99
Canada	Pending	TOTAL CONTROL SYSTEM	1097388	03/26/01		
Canada	Registered	TOUCH N GLOW	487876	06/03/82	285942	12/16/83

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
Canada	Registered	TRINE (Canada)		09/24/59	TMA119022	08/05/60
Canada	Registered	VANGUARD	675934	02/15/91	409056	03/05/93
Canada	Registered	WE BRING SECURITY HOME	740692	11/05/93	436444	11/25/94
Chile	Registered	HEATH			316712	12/16/86
Chile	Registered	HEATH			416466	11/12/93
Chile	Registered	HEATH	255773	03/08/73	419010	11/15/83
Czech Rep.	Registered	MASTER	130930	03/17/98	223692	04/19/00
Czech Rep.	Registered	REMINGTON *	116145	10/25/96	207795	02/25/98
Czech Rep.	Pending	YELLOW/BLACK DESIGN	134310	07/08/98		
Denmark	Registered	HEATH			3439/1974	10/26/94
Denmark	Registered	MASTER	2231/67	06/16/67	2148/68	08/16/68
Denmark	Registered	REDDY HEATER	2232/67	06/16/67	3320/67	06/16/67
Denmark	Registered	REMINGTON *	1304/1955	05/23/55	2502/1956	12/15/56
Dominican Rep.	Registered	HEATH			21492	02/16/83
Ecuador	Registered	HEATH			1652-93	08/23/93
Egypt	Registered	HEATH			48494	11/25/93
El Salvador	Registered	HEATH			65	05/15/84
Eu. Com.	Registered	EUROMASTER	2333763	08/08/01	2333763	09/10/02
Eu. Comm.	Registered	DESA	2224665	05/18/01	2224665	10/09/02
Finland	Registered	REDDY HEATER	2321/67	06/13/67	52661	06/20/68
Finland	Registered	REMINGTON *	2890/88	07/05/88	108111	07/20/90
Finland	Registered	REMINGTON *	4586/96	11/05/96	209617	04/15/98
France	Registered	HEATH			1222634	11/30/92
France	Registered	KNIPCO	154307	09/13/89	1625943	09/13/89
France	Registered	MASTER	911798	03/08/88	1453401	03/08/88
France	Registered	MASTER	223060	07/05/90	1722839	07/05/90
France	Registered	POWERFAST	94518303	05/02/94	94518303	05/02/94
France	Registered	REDDY & DESIGN	154306	09/13/89	1625942	09/13/89
France	Registered	REMINGTON *	964959	11/04/88	1496873	11/04/88
France	Registered	REMINGTON *	94518302	05/02/94	94518302	05/02/94

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
France	Registered	REMINGTON *	99787520	04/20/99	99787520	04/20/99
Germany	Registered	HEATH			913225	01/31/83
Germany	Registered	MASTER	39641535	09/20/96	39641535	02/16/98
Germany	Registered	MASTER IN SCRIPT	20911/4	04/09/63	802463	04/09/63
Germany	Registered	POWERFAST	D54620/6 WZ	04/28/94	2091103	04/28/94
Germany	Registered	REDDY	39643094.5	10/04/96	396430945	01/03/97
Germany	Registered	REDDY HEATER			39865737	03/16/99
Germany	Registered	REMINGTON *	44839/11	07/06/88	1148511	07/06/88
Great Britain	Registered	TRINE (Great Britain)		08/27/98	2176055	09/12/99
Greece	Registered	MASTER			35159	03/14/66
Guatemala	Registered	HEATH			28336	09/29/94
Guatemala	Registered	HEATH	10673	07/04/73	28337	08/08/94
Hong Kong	Registered	MASTER	9811052	08/20/98	B17068	08/20/98
Hungary	Pending	MASTER	M9800833	03/09/98		
Hungary	Registered	REDDY HEATER	M9801865	05/14/98	158396	10/14/98
Hungary	Pending	YELLOW/BLACK DESIGN	M9803286	08/13/98		
Iceland	Registered	MASTER			122/1966	08/15/66
Intl. Reg.	Registered	MASTER AGRINOX	738472		664422	02/28/00
Ireland	Registered	REDDY HEATER	981804	05/06/98	209126	05/06/98
Israel	Registered	REDDY	25694	03/08/66	25694	03/08/66
Italy	Registered	HEATH	659176	01/25/93	659176	01/26/93
Italy	Pending	MASTER	203210	11/30/64	462895	04/03/67
Italy	Registered	MASTER	259095RM	05/31/95	714381	06/18/97
Italy	Registered	POWERFAST	419694MI	05/02/94	695414	12/13/96
Italy	Registered	REDDY	8661/64	11/30/64	461536	11/30/64
Italy	Registered	REDDY	250995RM	05/24/95	714310	06/18/97
Italy	Registered	REMINGTON *	22836/88	07/21/88	536207	11/13/90
Italy	Registered	REMINGTON *	T096C002895	10/30/96	754274	08/20/98
Italy	Registered	REMINGTON *	802696MI	09/17/96	736848	12/21/98
Japan	Registered	COMFORT FLAME	110562/93	11/04/93	3203727	09/30/96

DESA INTERNATIONAL, INC.
Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
Japan	Registered	COMFORT GLOW			1586094	05/26/83
Japan	Registered	HEATH			1690047	06/21/84
Japan	Registered	HERO			2073052	08/29/98
Japan	Registered	REDDY HEATER	8229/87	07/20/87	2233791	05/31/90
Japan	Registered	REMINGTON *	78085/88	07/07/88	2687188	07/29/94
Japan	Registered	VANGUARD	110563/93	11/04/93	4191469	09/25/98
Kazakhstan	Registered	MASTER	KZ11721	04/17/98	KZ9179	07/26/99
Kazakhstan	Registered	REDDY HEATER	KZ11720	04/17/98	KZ9178	07/26/99
Kazakhstan	Registered	YELLOW/BLACK DESIGN	KZ12277	07/14/98	KZ 9644	10/27/99
Korea, So.	Pending	COMFORT GLOW	89/26275	10/09/89	210616	04/03/91
Korea, So.	Registered	HEATH			30237	01/24/94
Korea, So.	Registered	HEATH			33897	11/14/73
Korea, So.	Registered	REMINGTON *	15074/88	07/07/88	184298	12/12/89
Korea, So.	Pending	VANGUARD	89/26274	10/19/89		
Lebanon	Registered	HEATH			27745	02/22/73
Mexico	Registered	COMFORT GLOW	285799	01/31/97	559211	09/26/97
Mexico	Registered	HEATH	69812	04/13/73	236621	04/13/73
Mexico	Registered	HEATH			236862	06/05/61
Mexico	Pending	MASTER	285800	01/31/97		
Mexico	Registered	POWERFAST	285797		618395	08/24/99
Mexico	Registered	REDDY HEATER	285801	01/31/97	633367	11/25/99
Mexico	Pending	REMINGTON *	285798	01/31/97		
Mexico	Pending	REMINGTON *	285802	01/31/97		
Mexico	Pending	VANGUARD	498219	07/25/01		
Netherlands	Registered	HEATH			9103	09/03/73
New Zealand	Registered	MASTER	267143	09/17/96	267143	01/12/99
New Zealand	Registered	REMINGTON *	267142	09/17/96	267142	05/07/97
Norway	Registered	MASTER	874231	10/13/87	140134	01/18/90
Norway	Registered	REDDY HEATER	93072	06/13/67	73239	12/15/67
Norway	Registered	REMINGTON *	88/2984	07/05/88	147954	12/12/91

**DESA INTERNATIONAL, INC.
Trademarks**

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
Panama	Registered	HEATH			25895	01/15/74
Panama	Registered	HEATH			25896	02/13/74
Panama	Registered	HYSTER (BLOCK)			888	01/09/95
Peru	Registered	HEATH			24966	10/15/79
Philippines	Registered	HEATH			47431	02/09/90
Poland	Registered	REDDY HEATER	Z186717	05/07/98	129344	05/08/01
Poland	Pending	REMINGTON *	164960	10/03/96		
Poland	Pending	YELLOW/BLACK DESIGN	Z189172	07/08/98		
Portugal	Registered	REDDY HEATER	326976	11/05/97	326976	07/31/00
Portugal	Registered	REMINGTON *	317286	05/21/96	317286	01/09/97
Portugal	Registered	REMINGTON *	319825		319825	06/12/97
Russian Fed.	Registered	REDDY HEATER	RU98712020	07/13/98	RU181974	11/22/99
Russian Fed.	Registered	REDDY HEATER	RU98706696	04/20/98	RU189259	11/22/99
Russian Fed.	Pending	REMINGTON *	2001700546	01/11/01		
Russian Fed.	Refiled	YELLOW/BLACK DESIGN	RU2001721708	07/19/01		
Slovak Rep.	Registered	REMINGTON *	2833-96	10/29/96	193541	12/15/00
So Africa	Registered	HEATH	B72/5295	10/19/72	B72/5295	10/08/73
So. Africa	Registered	HEATH			B72/5296	10/19/72
So. Africa	Registered	MASTER AND DEVICE			B66/0779	03/02/86
Spain	Pending	POWER FLITE	518672	12/03/66		
Spain	Registered	POWERFAST	1909478	06/20/94	1909478	01/05/95
Spain	Pending	POWERLITE	518673	12/03/66		
Spain	Registered	REDDY HEATER	2252679	08/09/99	2252679	08/21/00
Sweden	Registered	REDDY HEATER	2587/67	06/15/67	125731	12/20/68
Switzerland	Registered	HEATH			312572	05/17/61
Switzerland	Registered	MASTER	1728	04/03/64	204046	04/03/64
Switzerland	Registered	REDDY	1340	03/16/64	335669	12/05/84
Switzerland	Registered	REMINGTON *	8436	11/25/88	368210	11/25/88
Taiwan	Registered	HEATH			64988	08/01/73
Taiwan	Registered	HEATH			69506	05/01/74

DESA INTERNATIONAL, INC. Trademarks

Country	Status	Trademark	Apl. No.	Filing Date	Reg. No.	Reg. Date
Taiwan	Registered	HOUSE FINDER			431629	
Taiwan	Registered	MASTER	87041194	08/21/98	00871749	10/16/99
UK	Registered	INTELECTRON	2007584	01/13/95	2007584	04/24/98
UK	Registered	MASTER	63010	05/18/67	909586	01/19/71
UK	Registered	POWERFAST	1570038	04/25/96	1570038	04/25/94
UK	Renewed	POWERFAST	1570039	04/25/94	1570039	04/25/94
UK	Registered	REDDY HEATER	2163799	04/09/98	2163799	12/04/98
UK	Registered	REMINGTON *	1433408	07/25/90	1433408	12/04/92
UK	Registered	REMINGTON *	1569724	04/25/94	1569724	04/25/94
Ukraine	Registered	MASTER	98041492	04/20/98	24806	05/15/02
Ukraine	Registered	REDDY HEATER	98041491	04/20/98	22414	01/15/02
Ukraine	Pending	YELLOW/BLACK DESIGN	UA98072727	07/14/98		
Venezuela	Registered	HEATH			62511F	11/13/70
Venezuela	Registered	HEATH			75-791C	05/31/89
* The use of REMINGTON is bound by a non-royalty License with Remington Products, Inc.						
** The use of ZENITH is bound by a non-royalty License with Zenith Electronics Co.						

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of this 24th day of December, 2002 ("Effective Date") by DESA INTERNATIONAL LLC, a Delaware limited liability company, with its principal office at 2701 Industrial Drive, Bowling Green, Kentucky, 42101 ("Assignor"), to and in favor of DESA IP, LLC, a Florida limited liability company, with its principal office at c/o H.I.G. Capital, L.L.C., 1001 Brickell Bay Drive, 27th Floor, Miami, Florida 33131 ("Assignee").

WHEREAS, Assignor and HIG DESA Acquisition LLC, a Florida limited liability company ("HDA"), which is a parent affiliate of Assignee, are parties to that certain Asset Purchase Agreement, entered into as of November 27, 2002, by and among Assignor, DESA Holdings Corporation, a Delaware corporation and the parent of Assignor, and HDA (the "Purchase Agreement"); and

WHEREAS, HDA has assigned its rights under the Purchase Agreement to acquire Assignor's trademarks to Assignee; and

WHEREAS, pursuant to the Purchase Agreement and the Order Under Sections 105(a), 363, 364, 365 and 1146(c) of the U.S. Bankruptcy Code (a) Authorizing the Debtors' Sale of Substantially All of their Assets, Free and Clear of Liens, Claims, and Encumbrances, (b) Approving an Asset Purchase Agreement, (c) Authorizing the Sale, Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Such Sale, (d) Granting Superpriority Liens and (e) Granting Related Relief issued by the U.S. Bankruptcy Court for the District of Delaware in Bankruptcy Case No. 02-11672 (PJW), a copy of which Order is attached hereto as Exhibit A, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest, free and clear of all liens, claims and encumbrances, 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 free and clear of all liens, claims and encumbrances other than liens created by HDA, 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.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive or in any way effect the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications, and the limitations relating thereto, of the Seller) set forth in the Purchase Agreement. This Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement. 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.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

DESA INTERNATIONAL LLC
a Delaware limited liability company

By: S. Clanton
Name: Stephen L. Clanton
Title: Vice President

STATE OF New York)
) SS:
COUNTY OF New York)

The foregoing Assignment was acknowledged before me this 24th day December, 2002 by Stephen L. Clanton, the Vice President of DESA INTERNATIONAL LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

Notary: Thomas W. Caplis
Print Name: Thomas W. Caplis

[NOTARIAL SEAL]
Notary Public, State of _____
My commission expires:

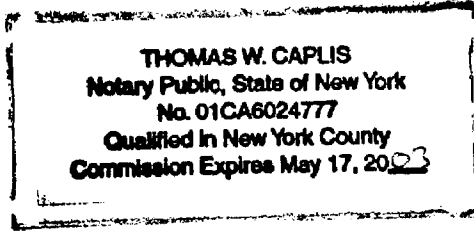


EXHIBIT A

BANKRUPTCY COURT SALE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
DESA HOLDINGS CORPORATION, et al., ¹)	Case No. 02-11672 (PJW)
)	(Jointly Administered)
Debtors.)	
		[Docket No. 339]

ORDER UNDER SECTIONS 105(a), 363, 364, 365 AND 1146(c) OF THE BANKRUPTCY CODE (a) AUTHORIZING THE DEBTORS' SALE OF SUBSTANTIALLY ALL OF THEIR ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES (b) APPROVING AN ASSET PURCHASE AGREEMENT, (c) AUTHORIZING THE SALE, ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH SALE, (d) GRANTING SUPERPRIORITY LIENS, AND (e) GRANTING RELATED RELIEF

Upon the motion of DESA Holdings Corporation and its domestic subsidiary, DESA International LLC (f/k/a DESA International, Inc.), as Debtors' in the above-captioned cases, seeking entry of an order [Docket No. 339], (the "Sale Motion") under sections 105(a), 363, 364, 365 and 1146(c) of title 11 of the United States Code (the "Bankruptcy Code") (a) authorizing the Debtors' sale of substantially all of their assets (the "DESA Assets"), in accordance with the terms and conditions of the Final Asset Purchase Agreement, dated as of November 27, 2002, between the Debtors and HIG DESA Acquisition LLC or its assignees ("Buyer"), a copy of which was filed with the Bankruptcy Court (the "Court") in the above-captioned cases on December 5, 2002 [Docket No. 497], as amended on December 9, 2002 (the "Final Asset Purchase Agreement"), free and clear of all liens, claims and encumbrances other than the liens created by the Buyer (collectively, "Liens"), with such Liens to transfer, affix, and attach to the proceeds of such sale, all as more fully set forth in the Sale Motion, (b) approving

¹ The Debtors consist of the following two entities: DESA Holdings Corporation and DESA International LLC (f/k/a DESA International, Inc.).

² Capitalized terms used but not defined herein shall have the meaning given in the Sale Motion or the Final Asset Purchase Agreement.

the Final Asset Purchase Agreement, (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases designated by the Buyer in accordance with the terms of the Final Asset Purchase Agreement, and the agreements listed in Schedule 3(p)(ii) of the Final Asset Purchase Agreement (collectively, the "Assumed Contracts") in connection with such sale, and (d) granting the Buyer a superpriority lien in the Purchase Price and the proceeds thereof pursuant to Section 364(d)(1) of the Bankruptcy Code, senior to all other liens and security interests, including, but not limited to, any liens or security interests held by the Lenders (as defined in the Sale Motion) solely to secure any adjustments to the Purchase Price required to be made pursuant to Section 2d(viii) of the Final Asset Purchase Agreement (the "Sale Order"); and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and adequate notice of the Sale Motion having been given; and the appearances of all interested parties and all responses and objections to the Sale Motion, if any, having been duly noted at the Sale Hearing; and upon the record of the Sale Hearing, the Sale Motion, said responses and objections, if any; and after due deliberation and sufficient cause appearing therefor, the Court hereby

FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to FED. R. BANKR. P. 7052, made applicable to this proceeding pursuant to FED. R. BANKR. P. 9014.

B. Notice of the Sale Motion, the Auction, and the Sale Hearing has been given in accordance with Fed. R. Bankr. P. 2002, 4001 and 6004 and the Bidding Procedures Order. The foregoing notice constitutes good and sufficient notice of the Sale Motion and the Sale Hearing,

and no other or further notice of the Sale Motion and the Sale Hearing or the entry of this Sale Order need be given.

C. A reasonable opportunity has been afforded any interested party to make a higher and better offer for the DESA Assets including at the auction (the "Auction"), which was conducted by the Debtors on November 13, 14 and 15, 2002.

D. Emergent circumstances and sound business reasons exist for the Debtors' sale of the Acquired Assets (as defined in the Final Asset Purchase Agreement) pursuant to the Final Asset Purchase Agreement. Entry into the Final Asset Purchase Agreement and consummation of the transactions contemplated thereby constitute the exercise by the Debtors of sound business judgment and such acts are in the best interests of the Debtors, their estates, and creditors.

E. The Final Asset Purchase Agreement represents the highest and best offer received by the Debtors for the Acquired Assets at the Auction, and the Buyer was determined by the Debtors and the Lenders to be the Final Accepted Bid (as defined in the Bidding Procedures Order).

F. The sale consideration to be realized by the Debtors pursuant to the Final Asset Purchase Agreement is fair and reasonable.

G. The transactions contemplated by the Final Asset Purchase Agreement are undertaken by the Debtors and the Buyer at arm's length, without collusion and in good faith within the meaning of sections 363(m) and 364(e) of the Bankruptcy Code, and such parties are entitled to the protections of sections 363(m) and 364(e) of the Bankruptcy Code.

¹ Findings of fact shall be construed as, and constitute, conclusions of law and conclusions of law shall be construed as, and constitute, findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Statements made by the Court from the bench at the hearing shall constitute additional conclusions of law and findings of fact as appropriate.

H. A sale of the Acquired Assets other than one free and clear of Liens would adversely affect the Debtors' bankruptcy estates and would be of substantially less benefit to the estates of the Debtors.

I. The decision to assume and assign the Assumed Contracts is based on the reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estates.

J. The Buyer has demonstrated adequate assurance of future performance with respect to each of the Assumed Contracts.

For all of the foregoing reasons and after due deliberation, the Court ORDERS, ADJUDGES, AND DECREES THAT:

1. The Sale Motion, the Final Asset Purchase Agreement, including, without limitation, the PIK Notes substantially in the form attached thereto as Exhibit F, and the transactions contemplated thereby are hereby approved.

2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to sell the Acquired Assets (including the Assumed Contracts) to the Buyer upon the terms and subject to the conditions set forth in the Final Asset Purchase Agreement, with such modifications as may be agreed to by the parties.

3. Each of the Debtors and the Buyer are hereby authorized to take all actions and execute all documents and instruments that the Debtors and the Buyer deem necessary or appropriate to implement and effect the transactions contemplated by the Final Asset Purchase Agreement as such may be amended by the parties thereto.

4. The sale of the Acquired Assets to the Buyer shall be free and clear of Liens (other than Liens created by the Buyer) pursuant to section 363(f) of the Bankruptcy Code,

whether known or unknown, including, but not limited to, any of the Debtors' creditors, vendors, suppliers, employees, executory contract counterparties, lessors, customers or users of goods manufactured or sold by the Debtors, and the Buyer shall not be liable in any way (under any theory of successor liability or otherwise) for any claims that any of the foregoing or any other third party may have against any of the Debtors, provided further that, except as expressly provided in the Final Asset Purchase Agreement, with regard to employees' claims, the free and clear delivery of the Acquired Assets shall include, but not be limited to, all asserted or unasserted, known or unknown, employment related claims, payroll taxes, employee contracts, employee seniority accrued while employed with any of the Debtors and successorship liability, with any and all valid and enforceable Liens thereon, including those asserted by the Lenders, shall be transferred, affixed, and attached to the net proceeds of such sale, with the same validity, priority, force, and effect as such Liens had upon the Acquired Assets immediately prior to the Closing.

5. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims against or interests in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or interests which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then upon the Closing and simultaneously with receipt by the Debtors of the Purchase Price (as defined in the Final Asset Purchase Agreement) (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets at no cost to the Debtors, and (b) the Buyer is hereby authorized

to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against or interests in the Acquired Assets.

6. The Net Cash Proceeds (as defined in the \$35 million debtor in possession loan facility dated June 12, 2002 (the "DIP Credit Agreement")) of the Sale shall be applied in accordance with section 2.06(b) of the DIP Credit Agreement.

7. Effective as of the Closing, the sale of the Acquired Assets by the Debtors to the Buyer shall constitute a legal, valid, and effective transfer of the Acquired Assets and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all Liens pursuant to section 363(f) of the Bankruptcy Code.

8. The sale of the Acquired Assets to the Buyer under the Final Asset Purchase Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of all applicable jurisdictions, including, but not limited to, the laws of Delaware.

9. The Buyer is hereby granted all of the protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code and a good faith creditor under section 364(e) of the Bankruptcy Code.

10. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons (as defined in section 101(41) of the Bankruptcy Code) are hereby enjoined from taking any action against the Buyer or the Buyer's affiliates (as they existed immediately prior to the Closing) to recover any claim which such Person has against the Debtors or the Debtors' affiliates (as they exist immediately following the Closing).

11. The Debtors are authorized to assign and transfer to the Buyer all of the Debtors' rights, title and interest (including common law rights) to all of the Debtors' intangible property to be assigned and transferred to the Buyer under the Final Asset Purchase Agreement.

12. The Buyer is granted a superpriority lien in the Purchase Price and the proceeds thereof pursuant to section 364(d)(1) of the Bankruptcy Code, senior to all other liens and security interests, including, but not limited to, any liens or security interests held by the Lenders, solely to secure the amount of any shortfall owed by the Sellers to the Buyer pursuant to section 2(d)(viii) of the Final Asset Purchase Agreement.

13. The Debtors, in fulfilling their obligations under Section 2(d) of the Final Asset Purchase Agreement, including, but not limited to, the preparation of the Final Working Capital determination required by Section 2(d)(v) of the Final Asset Purchase Agreement, analyzing and evaluating the Buyer's Notice (as defined in Section 2(d)(vi) of the Final Asset Purchase Agreement) and resolving any objections to the Buyer's Notice, including in connection with the procedures contained in Section 2(d)(vii) of the Final Asset Purchase Agreement, shall consult, in advance, with the Lenders, including by providing the financial advisors to the Lenders with copies of any and all reports, analysis or work papers used by the Debtors' and its advisors in connection therewith and such other accounting and other records as the Lenders or its advisors may reasonably request and by providing the financial advisors to the Lenders with an opportunity to review, comment on and, if necessary, object to the Sellers' determination of the Final Working Capital.

14. All objections and responses concerning the Sale Motion are resolved in accordance with the terms of this Sale Order and as set forth in the record of the Sale Hearing and to the extent any such objection or response was not otherwise withdrawn, waived, or

settled, they are, and all reservations and rights therein are, overruled and denied, including, without limitation, the objections of (i) Ronald Rogers [Docket No. 415], (ii) Toyota Motor Credit Corporation [Docket No. 376], (iii) James T. Snyder, Esq. [Docket No. 377], (iv) Paris Tool & Die Co., Inc. [Docket No. 407], (v) AmSouth Bank [Docket No. 381] and (vi) the Creditors' Committee [Docket No. 501].

15. The Buyer has not assumed or otherwise become obligated for any of the Debtors' liabilities other than as expressly set forth in the Final Asset Purchase Agreement, and the Buyer has not purchased any of the Excluded Assets (as defined in the Final Asset Purchase Agreement). Consequently, all holders of liabilities or Claims (as defined in section 101(5) of the Bankruptcy Code) are hereby enjoined from asserting or prosecuting any Claim or cause of action against the Buyer or Acquired Assets to recover on account of any Claim or liabilities other than Assumed Liabilities pursuant to the Final Asset Purchase Agreement or other than pursuant to this Sale Order. All persons having any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting any claim or cause of action against the Buyer for any liability or Claim associated with the Excluded Assets.

16. The sale, assumption and assignment of the Assumed Contracts is approved pursuant to sections 363 and 365 of the Bankruptcy Code.

17. At Closing or as soon as is practicable thereafter, the Debtors shall pay to the counterparties to the Assumed Contracts cure amounts payable in the amounts set forth in the Schedule attached to the Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 366] filed on October 11, 2002 (the "Schedule") and the Schedule attached to the Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 374] filed on October 17, 2002 (the

"Supplemental Schedule"), unless otherwise ordered, in accordance with section 365 of the Bankruptcy Code and the Final Asset Purchase Agreement. The Cure Amounts set forth in the Schedule and the Supplemental Schedule, as modified pursuant to Paragraph 18 below, shall be deemed the entire cure obligation of the Debtors due and owing under section 365 of the Bankruptcy Code. The Buyer shall have no liability for any amounts under the Assumed Contracts to the extent arising before Closing except as provided in the Final Purchase Agreement. The counterparties to the Assumed Contracts shall be, and hereby are, forever barred and enjoined from raising or asserting future claims against the Debtors based on any Cure Amounts or the Assumed Contracts.

18. The Cure Amount for the Executory Contracts and Unexpired Leases of the following Assumed Contracts shall be modified as described below:

- a. The Cure Amount for the Executory Contract or Unexpired Lease of Fred M. Schildwachter & Sons Inc (listed as contract counterparty 138 in the Schedule) shall be the amount of \$23,025.66.
- b. The Executory Contract between the Debtors and Crown Credit Company as Counterparty for the Crown equipment, Model RR3510-35, bearing Serial Number 1A185191 (the "Crown Equipment") shall have a Cure Amount of \$1,273.02. The Crown Equipment shall be treated in all respects as if the Executory Contract for the Crown Equipment was included on the Schedule or Supplemental Schedule.
- c. The Cure Amount for the Executory Contract or Unexpired Lease between the Debtors and CitiCapital Commercial Corporation for a Genie Motion, Model GS-2646, VIN/SN GS24671 (listed as contract counterparty 59 on the Schedule), shall be the amount of \$1,782.50.
- d. The Cure Amount for the Executory Contract or Unexpired Lease between the Debtors and CitiCapital Commercial Corporation for a Melroe Bobcat 553, VIN/SN 516311873 (listed as contract counterparty 312 on the Schedule), shall be the amount of \$709.68.
- e. The Cure Amount for the Executory Contract between the Debtors and Fresnel Technologies, Inc. (listed as contract counterparty 139 on the Schedule) shall be the amount of \$25,130.40, and such contract shall have

the description of "Patent License Agreement with Fresnel Technologies, Inc. as Licensor."

- f. The Cure Amount for the Executory Contract or Unexpired Lease between the Debtors and Toyota Motor Credit for that certain leased Toyota, Model 6BRU18, bearing Serial Number 30603 (the "30603 Leased Equipment") (listed as contract counterparty 335 in the Schedule), if assumed and assigned to the Buyer, shall be paid by the Debtors in the amount of \$1,990.50 (to be decreased to the extent the Debtors made payments for amounts due after November 7, 2002 on account of the unexpired lease listed as 335 in the Schedule), no later than ten (10) days after the Closing; provided, however, that nothing herein shall obligate the Buyer to take possession of the 30603 Leased Equipment.
- g. The Executory Contracts or Unexpired Leases identified with counterparty Toyota Motor Credit that are listed as contracts 334, 336 and 337 shall be deleted from the Schedule.

19. The Buyer shall assume the costs and obligations of the Debtors arising from and after the Closing under the Assumed Contracts and shall assume obligations other than the Assumed Contracts accruing thereunder prior to the Closing only to the extent expressly provided for in the Final Asset Purchase Agreement, including, without limitation, (i) all Assumed Liabilities (as defined in the Final Asset Purchase Agreement), (ii) the costs and expenses (including legal fees and expenses) incurred by the Buyer in connection with the Final Asset Purchase Agreement and the transactions contemplated thereby, and (iii) half of all expenses associated with any filings or other compliance with the Hart-Scott-Rodino Act. Upon assumption and assignment of any Assumed Contract, the Debtors and the estates shall be relieved of any liability for breach of such Assumed Contract occurring after such assignment pursuant to section 365(k) of the Bankruptcy Code.

20. The Buyer has provided adequate assurance of its future performance under the Assumed Contracts and the proposed assumption and assignment of the Assumed Contracts satisfies the requirements of the Bankruptcy Code including, inter alia, sections 365(b)(1) and (3) and 365(f) of the Bankruptcy Code to the extent applicable.

21. The Assumed Contracts are valid and binding, in full force and effect and, except as provided in this Sale Order, enforceable in accordance with their terms.

22. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer as a result of the assignment of the Assumed Contracts.

23. Any provision in any Assumed Contract that purports to declare a breach or default as a result of a change of control in respect of the Debtors is unenforceable and all Assumed Contracts shall remain in full force and effect. No sections or provisions of any Assumed Contracts that purport to (i) prohibit, restrict, or condition the Debtors' assignment of the Assumed Contract, including, but not limited to, the conditioning of such assignment on the consent of the non-debtor party to such partnership agreement or other Assumed Contract, including, without limitation, partnership and shareholder agreements; (ii) authorize the dissolution of any partnership or determination, cancellation, or modification of the partnership interest or Assumed Contract based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; or (iii) provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Assumed Contracts upon the occurrence of the conditions set forth in subsections (i) and (ii) above, shall have any force and effect with respect to the sale and assignment authorized by this Sale Order, and such provisions constitute unenforceable anti-assignment provisions under Section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under Section 365(e) of the Bankruptcy Code.

24. Each Assumed Contract is in full force and effect and, upon Closing, except as provided for in the Final Asset Purchase Agreement, no monetary or non-monetary default will exist thereunder, or event or occurrence which would constitute a default with the passage of

time, giving of notice, or both, with respect to any material term, condition, covenant, payment obligation or other obligations thereunder whether prepetition or postpetition in nature, other than any event of default existing as a result of the filing of these bankruptcy cases and monetary cure amounts which shall be cured at the Closing.

25. All parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against the Buyer or the Debtors any assignment fee, default or breach under, or any claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing or arising by reason of the Closing.

26. The Assumed Contracts, upon assignment to the Buyer, shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability, except for any cure obligations as herein provided.

27. Pursuant to sections 363(b), 363(f), 365(a), 365(b) and 365(f) of the Bankruptcy Code, the assumption, assignment and sale to the Buyer of the Assumed Contracts by the respective Debtor thereto shall be affected by this Sale Order, effective as of Closing.

28. The Assumed Contracts, together with any amendments and modification of such Assumed Contracts, constitute the Assumed Contracts that are being assumed by and assigned to the Buyer by the Debtor party thereto.

29. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Final Asset Purchase Agreement (notwithstanding the terms thereof), the Bidding Procedures Order and this Sale Order in all respects, including, but not limited to, any claims of entities that seek to enforce Excluded Liabilities against the Buyer or the Acquired Assets, and further to hear and determine any and all disputes between the Debtors and/or the

Buyer, as the case may be, and any non-debtors party to, among other things, any Assumed Contracts concerning, inter alia, the Debtors' assumption and assignment thereof to the Buyer under the Final Asset Purchase Agreement; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Final Asset Purchase Agreement, Bidding Procedures Order, or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

30. The provisions of this Sale Order are nonseverable and mutually dependent.

31. This Sale Order shall inure to the benefit of the Buyer, the Debtors, and their respective successors and assigns, including, but not limited to, any chapter 11 or chapter 7 trustee that may be appointed in the Debtors' cases and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these cases or any other or further cases involving the Debtors, whether under chapter 7 or chapter 11 of the Bankruptcy Code.

32. Pursuant to section 1146(c) of the Bankruptcy Code, the transactions contemplated by the Final Asset Purchase Agreement, including, but not limited to, the transfer of the Acquired Assets to the Buyer, recordation of evidence thereof, the granting mortgages and security interests in the Acquired Assets by the Buyer, and the recordation of evidence thereof by the Buyer or grantee of such mortgages and security interests are determined to be under or in contemplation of a plan to be confirmed under section 1129 of the Bankruptcy Code in that the net proceeds of the sale of the Acquired Assets are essential and required to fund a chapter 11 plan for the Debtors, and therefore, are exempt from any transfer, stamp or similar tax or any so-

called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Debtors' sale and transfer of the Acquired Assets to the Buyer.

33. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Final Asset Purchase Agreement and this Sale Order including, but not limited to, the Transfer Documents.

34. This Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the automatic stay of orders (i) authorizing the sale, use, or lease of property of the estate, as set forth in Fed. R. Bankr. P. 6004(g) and (ii) authorizing the assumption and assignment of an executory contract or unexpired lease, as set forth in Fed. R. Bankr. P. 6006(d), shall not apply to this Sale Order.

35. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Sale Order and the Final Asset Purchase Agreement.

Dated: Dec 12, 2002


The Honorable Peter J. Walsh,
United States Bankruptcy Judge

SCHEDULE A

TRADEMARKS

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