

08-08-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102519671

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

1. Name of conveying party(ies):

Desa International LLC

7-21-03

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

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

2. Name and address of receiving party(ies)

Name: Desa IP, LLC

Internal

Address:

Street Address: 1001 Brickell Bay Drive

City: Miami State: FL Zip: 33131

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other Florida limited liability co.

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

3. Nature of conveyance:

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

Execution Date: December 24, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,295,299

Additional number(s) attached Yes No

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

Name: Manuel R. Valcarcel, Esq.

Internal Address:

Street Address: 1221 Brickell Avenue

City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

08/07/2003 8TOM11 00000130 2295299

01 FC:6521

Manuel R. Valcarcel

Name of Person Signing

Signature

7/14/03 Date

35

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



07-21-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #58

TRADEMARK REEL: 002796 FRAME: 0766

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of this 24<sup>th</sup> 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, 27<sup>th</sup> 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

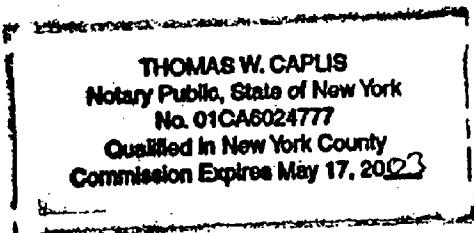
By: S. Clanton  
Name: Stephen L. Clanton  
Title: Vice President

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

The foregoing Assignment was acknowledged before me this 21<sup>st</sup> 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: [Signature]  
Print Name: Thomas W. Caplis

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



**EXHIBIT A**

**BANKRUPTCY COURT SALE ORDER**

F-1

TRADEMARK  
REEL: 002796 FRAME: 0770

**ORIGINAL**

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

In re: ) Chapter 11  
)  
DESA HOLDINGS CORPORATION, et al., ) 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

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

<sup>2</sup> 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.

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<sup>1</sup> 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 Assct 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 intercs 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-

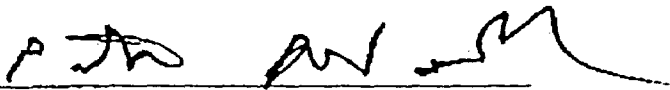
called "bulk-sale" law in all necessary jurisdictions arising as a result of or in connection with the Debtors' sale and transfer of the Acquired Assets to the Buyer.

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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# DESA IP, LLC - TRADEMARKS

C/M No. 61467-010100

COUNTRY	TRADEMARK	FILED	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.	STATUS
ARGENTINA	HEATH	5/15/01	2.338.388	10/31/02	1.892.909	REGISTERED
ARGENTINA	MASTER	5/15/01	2.338.389			PENDING
ARGENTINA	REMINGTON	5/15/01	2.338.387			PENDING
AUSTRALIA	HEATH	2/8/73	B265692	8/11/76	265692	REGISTERED
AUSTRALIA	POWERFAST	3/5/99	787395	10/22/99	787395	REGISTERED
AUSTRIA	HEATH			8/16/61	46.162	REGISTERED
AUSTRIA	HEATH			6/5/73	74.609	REGISTERED
AUSTRIA	MASTER			8/18/64	53040	REGISTERED
AUSTRIA	REDDY HEATER		AM614497	5/29/98	175953	REGISTERED
AUSTRIA	REMINGTON	7/7/88	3021/88	11/9/88	122292	REGISTERED
BENELUX	HEATH	10/27/72	31475	10/27/72	314059	REGISTERED
BENELUX	MASTER	4/7/64	101589	12/21/82	19998	REGISTERED
BENELUX	POWERFAST	4/29/94	826434	4/29/94	550709	REGISTERED
BENELUX	REDDY & DESIGN	12/21/64	576761	12/21/71	80796	REGISTERED
BENELUX	REMINGTON	7/1/88	716957	7/1/88	454125	REGISTERED
BENELUX	REMINGTON	9/18/96	878808	9/18/96	615460	REGISTERED
BENELUX	YELLOW and BLACK Design			10/11/01	708727	REGISTERED
BOLIVIA	HEATH	2/15/73	19940	5/17/74	48906A	REGISTERED
BRAZIL	HEATH	1/30/90	815392320	2/8/94	815392320	REGISTERED
BRAZIL	MASTER	6/8/98	820825085			PENDING
BRAZIL	MASTER	6/8/98	820825107			PENDING

TRADEMARK

REEL: 002796 FRAME: 0786

COUNTRY	TRADEMARK	FILED	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.	STATUS
BRAZIL	POWERFAST	9/15/98	821066471	9/4/01	821066471	REGISTERED
BRAZIL	REMINGTON	12/3/96	819671649			PENDING
BRAZIL	REMINGTON	7/5/98	820962457	7/17/01	820962457	REGISTERED
BRAZIL	VANGUARD	6/8/98	820825093			PENDING
BRAZIL	VANGUARD	6/8/98	820825123			PENDING
CALIFORNIA	ELECTRIPAK			6/3/96	101338	REGISTERED
CANADA	BLUE DIAMOND		185118	9/29/44	UCA 19856	REGISTERED
CANADA	CAMBRIDGE	1/27/83	497955	11/4/83	284655	REGISTERED
CANADA	COMFORT GLOW	2/13/97	836359	6/16/98	496062	REGISTERED
CANADA	DESA	10/11/73	368795	7/19/74	200597	REGISTERED
CANADA	DYNAVENT	6/5/92	706402	11/5/93	419250	REGISTERED
CANADA	ELECTRIPAK	8/30/99	1027403			PENDING
CANADA	GOLD CROWN	9/29/44	185117	9/29/44	UCA 19837	REGISTERED
CANADA	HANDYMASTER	11/22/84	532091	4/4/88	338936	REGISTERED
CANADA	HEAT DEMON	5/30/95	783869	6/2/97	477078	REGISTERED
CANADA	HEAT DRAGON	5/30/95	783868	6/2/97	477079	REGISTERED
CANADA	HEATH	6/24/75	387140	12/3/76	217,470	REGISTERED
CANADA	HOT SPOT	3/25/97	840393	2/22/99	508296	REGISTERED
CANADA	HOT SPOT & DESIGN			9/13/85	TMA306816	REGISTERED
CANADA	INTELECTRON	11/5/93	740729	9/30/94	TMA434,160	REGISTERED
CANADA	MASTER	5/30/67	305301	10/11/68	158,617	REGISTERED
CANADA	NEED HEAT NOW? WE'RE REDDY!	9/26/02	1,154,075			PENDING
CANADA	PINCOR	9/29/44	185119	9/29/44	UCA19838	REGISTERED
CANADA	POWERFAST	4/30/96	811234	3/10/99	509064	REGISTERED
CANADA	REDDY	12/5/84	532860	3/29/91	382159	REGISTERED

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CANADA	REDDY HEATER	5/12/67	304881	5/9/69	162590	REGISTERED
CANADA	REFLEX	10/25/90	669167	7/24/92	400,505	REGISTERED
CANADA	REMINGTON	6/1/88	608096	2/14/92	394052	REGISTERED
CANADA	STRIKE SET	12/17/96	931815	1/21/99	506919	REGISTERED
CANADA	TCS	3/26/01	1097389			PENDING
CANADA	TOTAL CONTROL SYSTEM	3/26/01	1,097,388			PENDING
CANADA	TOUCH N GLOW	6/3/82	487876	12/16/83	285942	REGISTERED
CANADA	TRINE	9/24/59		8/5/60	TMA119022	REGISTERED
CANADA	VANGUARD	2/15/91	675934	3/5/93	409056	REGISTERED
CANADA	WE BRING SECURITY HOME	11/5/93	740692	11/25/94	436,444	REGISTERED
CHILE	HEATH			12/16/86	316712	REGISTERED
CHILE	HEATH			11/12/93	416,466	REGISTERED
CHILE	HEATH	3/8/73	255,773	11/15/83	419,010	REGISTERED
CHILE	REMINGTON		n/a			
CZECH REPUBLIC	MASTER	3/17/98	130930	4/19/00	223692	REGISTERED
CZECH REPUBLIC	REMINGTON	10/25/96	116145	2/25/98	207795	REGISTERED
CZECH REPUBLIC	YELLOW/BLACK DESIGN -	7/8/98	134310			ABANDONED
DENMARK	HEATH			10/26/94	3439/1974	REGISTERED
DENMARK	MASTER	6/16/67	2231/67	8/16/68	2148/68	REGISTERED
DENMARK	REDDY HEATER	6/16/67	2232/67	11/17/07	3320/67	REGISTERED
DENMARK	REMINGTON	5/23/55	1304/1955	12/15/56	2502/1956	REGISTERED
DOMINICAN REPUBLIC	HEATH			2/16/83	21492	REGISTERED

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ECUADOR	HEATH			12/28/73	1016-73	REGISTERED
EGYPT	HEATH			11/25/93	48494	ABANDONED
EL SALVADOR	HEATH			5/15/84	65	REGISTERED
EUROPEAN UNION	DESA	5/18/01	2224665		2224665	REGISTERED
EUROPEAN UNION	EUROMASTER	8/8/01	2333763		2333763	REGISTERED
FEDERATION OF RUSSIA	REDDY HEATER	7/13/98	RU98706696	11/22/99	RU189259	REGISTERED
FEDERATION OF RUSSIA	REDDY HEATER	1/20/03	RU 2003700993			PENDING
FEDERATION OF RUSSIA	REDDY HEATER-	7/13/98	RU98712020	11/22/99	RU181974	ABANDONED
FEDERATION OF RUSSIA	REMINGTON	1/11/01	2001700546	12/18/02	232136	REGISTERED
FEDERATION OF RUSSIA	YELLOW/BLACK DESIGN	7/19/01	RU2001721708			PENDING
FINLAND	REDDY HEATER	6/13/67	2321/67	6/29/68	52661	REGISTERED
FINLAND	REMINGTON	7/5/88	2890/88	7/20/90	108111	REGISTERED
FINLAND	REMINGTON	11/4/96	4586/96	4/15/98	209617	REGISTERED
FRANCE	HEATH			11/30/92	1.222.634	REGISTERED
FRANCE	MASTER	3/8/88	91178	3/8/88	1453401	REGISTERED
FRANCE	MASTER	7/5/90	223060	7/5/90	1722839	REGISTERED
FRANCE	POWERFAST	5/2/94	94/51803	5/2/94	94518303	REGISTERED
FRANCE	REDDY & DESIGN	9/13/89	154306	9/13/89	1625942	REGISTERED
FRANCE	REMINGTON	5/2/94	94/518302	5/2/94	94518302	REGISTERED
FRANCE	REMINGTON	4/20/99	99787520	4/20/99	99787520	REGISTERED



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FRANCE	REMINGTON	11/4/88	964959	11/4/88	1496873	REGISTERED
GERMANY	HEATH	1/31/83	N/A	1/31/83	913225	CANCELLED
GERMANY	MASTER	9/20/96	39641535	2/16/98	39641535	REGISTERED
GERMANY	MASTER IN SCRIPT	4/9/63	20911/4	4/9/63	802463	REGISTERED
GERMANY	POWERFAST	4/28/94	D54620/6WZ	4/28/94	2091103	REGISTERED
GERMANY	REDDY	3/21/03	n/a			PENDING
GERMANY	REDDY	10/4/96	39643094.5	1/3/97	396430945	REGISTERED
GERMANY	REDDY HEATER	11/14/98	39865737.8/11	3/16/99	39865737	REGISTERED
GERMANY	REMINGTON	7/6/88	44839/11	7/6/88	1148511	REGISTERED
GREECE	MASTER			3/14/66	35159	REGISTERED
GUATEMALA	HEATH			9/29/94	28336	REGISTERED
GUATEMALA	HEATH	7/4/73	10673	8/8/94	28337	REGISTERED
HONG KONG	MASTER	8/20/98	9811052	8/20/98	B17068	REGISTERED
HUNGARY	MASTER	3/9/98	M9800833	PENDING		
HUNGARY	REDDY HEATER	5/14/98	M9801865	10/14/98	158396	REGISTERED
HUNGARY	YELLOW/BLACK DESIGN	8/13/98	M9803286			PENDING
ICELAND	MASTER			8/15/66	122/1966	REGISTERED
IRELAND	REDDY HEATER	5/6/98	981804	5/6/98	209126	REGISTERED
ISRAEL	REDDY	3/8/66	25696	3/8/66	25694	REGISTERED
ITALY	HEATH	1/25/93	659176	1/26/93	659176	REGISTERED
ITALY	MASTER	11/30/64	203210	4/3/67	714381	REGISTERED
ITALY	POWERFAST	5/2/94	M194C004196	12/13/96	695414	REGISTERED
ITALY	REDDY	11/30/64	8661/64	11/30/64	714310	REGISTERED
ITALY	REMINGTON	7/21/88	22836/88	11/13/90	536207	REGISTERED

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ITALY	REMINGTON	10/30/96	T096C002895	8/20/98	754274	REGISTERED
JAPAN	COMFORT FLAME	11/4/93	110562/93	9/30/96	3203727	REGISTERED
JAPAN	COMFORT GLOW			5/16/83	1586094	ABANDONED
JAPAN	HEATH			6/21/84	1690047	REGISTERED
JAPAN	HERO			8/29/98	2073052	ABANDONED
JAPAN	REDDY HEATER	7/20/87	8229/87	5/31/90	2233791	REGISTERED
JAPAN	REMINGTON	7/7/88	78085/88	7/29/94	2687188	REGISTERED
JAPAN	VANGUARD	11/4/93	110563/93	9/25/98	4191469	REGISTERED
KAZAKHSTAN	MASTER	4/17/98	KZ11721	7/26/99	KZ9179	REGISTERED
KAZAKHSTAN	REDDY HEATER	4/17/98	KZ11720	7/26/99	KZ9178	REGISTERED
KAZAKHSTAN	YELLOW/BLACK DESIGN	7/14/98	KZ12277	10/27/99	KZ9644	REGISTERED
LEBANON	HEATH			2/22/73	27745	ABANDONED
MEXICO	COMFORT GLOW	1/31/97	285799	9/26/97	559211	REGISTERED
MEXICO	HEATH			6/5/61	236862	REGISTERED
MEXICO	HEATH	4/13/73	69812	4/13/73	236621	ABANDONED
MEXICO	MASTER	1/31/97	285800			PENDING
MEXICO	POWERFAST		285797	8/24/99	618395	REGISTERED
MEXICO	REDDY HEATER	1/31/97	285801	11/25/99	633367	REGISTERED
MEXICO	REMINGTON			1/31/97	285798	PENDING
MEXICO	REMINGTON			1/31/97	285802	PENDING
MEXICO	VANGUARD			7/25/01	498219	PENDING
NETHERLANDS ANTILLES	HEATH	9/3/73	N/A	9/3/73	9,103	REGISTERED
NEW ZEALAND	MASTER	9/17/96	267143	1/12/99	267143	REGISTERED
NEW ZEALAND	REMINGTON			9/17/96	267142	ABANDONED
NORWAY	MASTER	10/13/87	874231	1/18/90	140.134	REGISTERED

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NORWAY	REDDY HEATER	6/13/67	93072	12/15/67	73239	REGISTERED
NORWAY	REMINGTON	7/5/88	88/2984	12/12/91	147.954	REGISTERED
PANAMA	HEATH			1/15/74	25895	REGISTERED
PANAMA	HEATH		2/13/74		25896	REGISTERED
PANAMA	HYSTER (BLOCK)			1/9/95	888	REGISTERED
PERU	HEATH			10/15/79	24966	REGISTERED
PHILIPPINES	HEATH			2/9/90	47431	CANCELLED
POLAND	REDDY HEATER	5/7/98	Z186717	5/8/01	129344	REGISTERED
POLAND	REMINGTON	10/3/96	Z-164 960			ABANDONED
POLAND	YELLOW/BLACK DESIGN	7/8/98	Z189172			PENDING
PORTUGAL	REDDY HEATER	11/5/97	326976	7/31/00	326 976	REGISTERED
PORTUGAL	REMINGTON	5/21/96	317286	1/9/97	317286	REGISTERED
PORTUGAL	REMINGTON	10/18/96	319825	6/12/97	319 825	REGISTERED
SLOVAK REPUBLIC	REMINGTON	10/29/96	2833-96	12/15/00	193541	REGISTERED
SOUTH AFRICA	HEATH	10/19/72	B72/5295	10/8/73	B72/5295	REGISTERED
SOUTH AFRICA	HEATH			10/19/72	B72/5296	CANCELLED
SOUTH AFRICA	MASTER AND DEVICE			3/2/86	B66/0779	REGISTERED
SOUTH KOREA	COMFORT GLOW	10/9/89	89/26275	4/3/91	210616	REGISTERED
SOUTH KOREA	HEATH			1/24/94	30237	REGISTERED
SOUTH KOREA	HEATH	12/6/72	6143/1972	11/13/73	33896	REGISTERED
SOUTH KOREA	REMINGTON	7/7/88	15074/1988	12/1/89	184298	REGISTERED
SOUTH KOREA	VANGUARD			10/19/89	89/26274	PENDING
SPAIN	POWERFAST	6/20/94	1909478	6/20/94	1909478	REGISTERED

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SPAIN	REDDY HEATER	8/9/99	21277648	8/21/00	2.252.679	REGISTERED
SWEDEN	REDDY HEATER	6/15/67	2587/67	12/20/68	125731	REGISTERED
SWITZERLAND	HEATH			5/17/61	P-312 572	REGISTERED
SWITZERLAND	MASTER	4/3/64	1728	4/3/64	204046	REGISTERED
SWITZERLAND	REDDY	3/16/64	1340	12/5/84	335669	REGISTERED
SWITZERLAND	REMINGTON	11/25/88	8436	11/25/88	368210	REGISTERED
TAIWAN	HEATH			8/1/73	64988	REGISTERED
TAIWAN	HEATH			5/1/74	69506	REGISTERED
TAIWAN	HOUSE FINDER				431629	ABANDONED
TAIWAN	MASTER	8/21/98	87041194	10/16/99	00871749	REGISTERED
UKRAINE	MASTER	4/20/98	98041492	5/15/02	24806	REGISTERED
UKRAINE	MASTER DEVICE (YELLOW/BLACK Design)	7/14/98	UA 98072727	9/16/02	UA 26848	REGISTERED
UKRAINE	REDDY HEATER	4/20/98	98041491	1/15/02	22414	REGISTERED
UNITED KINGDOM	INTELECTRON	1/13/95	2007584	4/24/98	2007584	REGISTERED
UNITED KINGDOM	MASTER	5/18/67	63010	1/19/71	909586	REGISTERED
UNITED KINGDOM	POWERFAST	4/25/94	1570038	4/25/96	1570038	REGISTERED
UNITED KINGDOM	POWERFAST	4/25/94	N/A	4/25/94	1570039	REGISTERED
UNITED KINGDOM	REDDY			3/20/03	2327141	PENDING
UNITED KINGDOM	REDDY HEATER	4/9/98	N/A	12/4/98	2163799	REGISTERED
UNITED KINGDOM	REMINGTON	4/25/94	1569724	4/25/94	1569724	REGISTERED

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UNITED KINGDOM	REMINGTON	7/25/90	N/A	7/25/90	1433408	REGISTERED
UNITED KINGDOM	TRINE	8/27/98	N/A	9/12/99	2176055	REGISTERED
UNITED STATES	2 YEAR WARRANTY	10/10/02	76/457,329			PENDING
UNITED STATES	A & Design	3/4/82	73/353,019	1/11/83	1,223,320	ABANDONED
UNITED STATES	A-TECH	5/2/94	74/520,104	12/9/97	2,118,632	REGISTERED
UNITED STATES	AMERICA'S ELECTRIC CHAIN SAW SPECIALIST	12/18/92	74/342,023	9/28/93	1,796,164	CANCELLED
UNITED STATES	AUTO-IDLE	6/27/77	73/132,147	8/8/78	1,098,634	REGISTERED
UNITED STATES	BASIC SOLUTIONS	10/7/02	76/457,754			PENDING
UNITED STATES	CHAMP HEATER	7/30/90	74/083,016	7/2/91	1,649,403	CANCELLED
UNITED STATES	CHAREALISTIC	9/19/96	75/168,521	8/5/97	2,086,023	REGISTERED
UNITED STATES	COMFORT FLAME	3/9/92	74/253,792	11/7/95	1,933,402	REGISTERED
UNITED STATES	COMFORT GLOW	3/24/80	73/255,302	2/2/82	1,188,544	REGISTERED
UNITED STATES	COMFORT GLOW	6/11/84	484,695	5/28/85	1,337,756	REGISTERED
UNITED STATES	COMFORT-STAT	2/7/94	74/487,684	12/31/96	2,026,252	REGISTERED
UNITED STATES	CONTRACTOR GRADE & DESIGN	7/22/96	75/137,479	2/17/98	2,136,698	REGISTERED

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UNITED STATES	CONTROLS 2 LIGHT GROUPS	10/2/02	76/454,713			PENDING
UNITED STATES	CREEP ZONE	8/11/99	75/773,040	10/8/02	2,632,266	REGISTERED
UNITED STATES	DESA	1/13/97	75/224,599	9/16/97	2,097,910	REGISTERED
UNITED STATES	DESA INTERNATIONAL	1/13/97	75/224,598	9/9/97	2,095,386	REGISTERED
UNITED STATES	DESA INTERNATIONAL (Stylized)	8/24/01	76/304,587			ALLOWED
UNITED STATES	DESA SPECIALTY PRODUCTS (Stylized)	4/4/03	76/504,452			PENDING
UNITED STATES	DIMMING CONTROL & Design	10/9/02	76/457,116			PENDING
UNITED STATES	DRAGON DESIGN	10/3/91	74/209,376	8/4/92	1,704,790	REGISTERED
UNITED STATES	DUAL BRITE	3/4/96	75/066,726	9/23/97	2,098,785	REGISTERED
UNITED STATES	DYNAMASTER	8/9/91	74/192,924	9/8/92	1,713,415	CANCELLED
UNITED STATES	DYNAVENT	7/15/91	74/185,125	10/6/92	1,721,726	ABANDONED
UNITED STATES	E.S.P.	5/24/94	74/528,975	11/19/96	2,018,118	ABANDONED
UNITED STATES	EL-6	11/15/84	73/508,931	7/23/85	1,350,326	REGISTERED
UNITED STATES	ELECTRIPAK	7/14/95	74/702,150	5/20/97	2,062,590	REGISTERED
UNITED STATES	EMBER STAT	12/6/93	74/465,531	1/30/96	1,953,619	REGISTERED

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UNITED STATES	EMBERMASTER	5/27/99	75/714,876	1/1/02	2,525,689	REGISTERED
UNITED STATES	ENCHANTMENT COLLECTION	12/1/99	75/861,566	1/1/02	2,525,880	REGISTERED
UNITED STATES	EXPRESSIONS	8/9/01	76/299,167	2/19/02	2,540,499	REGISTERED
UNITED STATES	FAST SHARP	3/14/01	76/224,595			ABANDONED
UNITED STATES	FASTRAK	10/15/73	73/003,580	12/17/74	999,552	REGISTERED
UNITED STATES	FIRELOG MATE	3/23/01	76/230,076			ALLOWED
UNITED STATES	FLAME MAX	1/23/96	75/046,995	11/11/97	2,112,843	REGISTERED
UNITED STATES	FMI	1/7/00	75/891,737	9/4/01	2,486,202	REGISTERED
UNITED STATES	GLO-WARM	10/8/96	75/178,563			ABANDONED
UNITED STATES	GLO-WARM	10/8/96	75/173,358			ABANDONED
UNITED STATES	GLO-WARM	4/10/98	75/465,666	11/30/99	2,295,299	REGISTERED
UNITED STATES	HEAT DEMON	11/16/90	74/116,076	9/8/92	1,714,643	REGISTERED
UNITED STATES	HEAT DEMON & Design	6/15/92	74/284,638	3/9/93	1,756,680	REGISTERED
UNITED STATES	HEAT DEMON DESIGN	3/16/92	74/255,561	10/12/93	1,798,612	REGISTERED
UNITED STATES	HEAT DRAGON	7/10/91	74/183,689	11/3/92	1,730,302	REGISTERED
UNITED STATES	HEAT MATE	7/10/91	74/183,682	10/6/92	1,722,939	ABANDONED

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UNITED STATES	HEATH	9/8/69	72/337,306	2/8/72	928,672	REGISTERED
UNITED STATES	HEATH ZENITH	11/21/97	75/394,491			ABANDONED
UNITED STATES	HEDGE WIZARD	3/26/03	76/500,709			PENDING
UNITED STATES	HOT SPOT	2/21/95	74/636,691	7/30/96	1,990,477	REGISTERED
UNITED STATES	HSI SMART START TECHNOLOGY & Design	4/16/02	76/396,223			PENDING
UNITED STATES	INFRA-STAT	10/4/93	74/443,243	8/2/94	1,847,657	REGISTERED
UNITED STATES	INTELECTRON	10/29/91	74/216,834	9/22/92	1,717,753	REGISTERED
UNITED STATES	JOURNEYMAN	2/29/96	75/065,061	10/7/97	2,104,148	REGISTERED
UNITED STATES	LIMB N' TRIM	6/27/74	73/025,481	1/27/76	1,031,216	REGISTERED
UNITED STATES	LOGMASTER	9/27/01	76/318,451	ALLOWED		ALLOWED
UNITED STATES	LOGMASTER (Stylized)	10/11/01	76/324,102			ALLOWED
UNITED STATES	LOGMATE	2/20/96	75/059,939	1/12/99	2,216,817	REGISTERED
UNITED STATES	MASTER	6/9/86	73/603,166	6/16/87	1,442,999	REGISTERED
UNITED STATES	MICROQUARTZ	12/30/96	75/219,578			ABANDONED
UNITED STATES	MINI HEARTH	2/17/95	74/635,422	1/9/96	1,946,931	REGISTERED



COUNTRY	TRADEMARK	FILED	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.	STATUS
UNITED STATES	NEED HEAT NOW? WE'RE REDDY!	5/31/02	76/416,134			ALLOWED
UNITED STATES	NEW WIRELESS TECHNOLOGY	10/29/01	78/090,705			ALLOWED
UNITED STATES	NEW WIRELESS TECHNOLOGY SOLID BRASS	10/29/01	78/090,702			ALLOWED
UNITED STATES	NEW WIRELESS TECHNOLOGY WIRELESS	10/29/01	78/090,703			ALLOWED
UNITED STATES	NEW WIRELESS TECHNOLOGY WIRELESS SOLID BRASS LIFETIME FINISH	10/29/01	78/090,700			ALLOWED
UNITED STATES	NEXT GENERATION	6/20/01	76/273,976	3/19/02	2,550,034	REGISTERED
UNITED STATES	NO WIRES REQUIRED & Design	10/9/02	76/457,114			PENDING
UNITED STATES	ON AT DUSK OFF AT DAWN	7/22/96	75/137,476	4/21/98	2,151,782	REGISTERED
UNITED STATES	PINCOR PRODUCTS	8/18/44	71/473,425	1/23/45	411,610	REGISTERED
UNITED STATES	POLECAT	6/11/99	75/726,696			ABANDONED
UNITED STATES	PORTA HEAT	1/6/86	73/576,343	8/19/86	1,405,722	REGISTERED
UNITED STATES	POWER HAMMER	9/27/01	76/318,789			PENDING
UNITED STATES	POWER TILL	11/15/82	73/402,609	8/7/84	1,289,496	REGISTERED
UNITED STATES	POWER TRIGGER	2/3/03	76/486,662			PENDING

COUNTRY	TRADEMARK	FILED	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.	STATUS
UNITED STATES	POWERFAST	7/14/92	74/802,227	5/30/95	1,896,783	REGISTERED
UNITED STATES	POWERFAST	7/14/92	74/801,729	8/8/95	1,910,680	REGISTERED
UNITED STATES	POWERFAST	7/14/92	74/802,490	9/26/95	1,922,830	REGISTERED
UNITED STATES	POWERFAST	9/19/96	75/168,825	8/12/97	2,087,774	REGISTERED
UNITED STATES	POWERFAST	9/17/99	75/801,766	9/11/01	2,488,842	REGISTERED
UNITED STATES	POWERHAMMER and Design	11/15/84	73/508,929	10/28/86	1,415,396	CANCELLED
UNITED STATES	QUALITY MARK	6/14/93	74/401,474	8/23/94	1,850,641	CANCELLED
UNITED STATES	RADIANT FLAME	10/29/93	74/452,389	12/20/94	1,869,046	REGISTERED
UNITED STATES	REDDY HEATER	1/19/64	72/187,025	5/9/67	828,558	REGISTERED
UNITED STATES	REMINGTON	10/5/01	76/321,834			PENDING
UNITED STATES	REMINGTON	11/26/86	73/632,528	7/5/88	1,494,999	REGISTERED
UNITED STATES	REMINGTON	4/6/51	71/612,353	2/23/54	585,910	REGISTERED
UNITED STATES	REMINGTON	7/16/56	72/012,219	2/26/57	641,988	REGISTERED
UNITED STATES	REMINGTON	6/5/69	72/329,271	2/22/72	929,505	REGISTERED
UNITED STATES	REMOTE HOME	10/7/02	76/457,758			PENDING

COUNTRY	TRADEMARK	FILED	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.	STATUS
UNITED STATES	RF TECH COMPATIBLE & Design	10/10/02	76/457,326			PENDING
UNITED STATES	SAY WHAT	8/9/01	76/298,959			ALLOWED
UNITED STATES	SAY WHAT ?!	8/9/01	76/299,166			ALLOWED
UNITED STATES	SCANGUARD	5/22/90	74/061,661	5/28/91	1,645,881	REGISTERED
UNITED STATES	SELECTRONIC	6/29/81	73/316,925	5/17/83	1,238,082	REGISTERED
UNITED STATES	SPACE HEATING IDEAS THAT WORK BEAUTIFULLY	10/7/88	73/756,446	7/25/89	1,549,041	REGISTERED
UNITED STATES	STORM GUARD	8/11/99	75/773,088			ABANDONED
UNITED STATES	STRIKE SET	12/10/96	75/211,026	10/13/98	2,196,422	REGISTERED
UNITED STATES	SUNFLOWER	8/11/99	75/773,089			ABANDONED
UNITED STATES	SUPER GLOW	3/22/02	76/386,288			ALLOWED
UNITED STATES	TCS	9/28/00	78/028,118	9/17/02	2,622,301	REGISTERED
UNITED STATES	THE ELECTRIC ADVANTAGE: ELIMINATES AIR POLLUTION NO GAS AND OIL TO MIX etc.	7/11/01	76/282,846	7/2/02	2,588,184	REGISTERED
UNITED STATES	THE OUTDOORS MAN	4/3/03	N/A			PENDING

COUNTRY	TRADEMARK	FILED	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.	STATUS
UNITED STATES	TIMELESS TREASURES	4/6/00	76/019,379			ALLOWED
UNITED STATES	TOTAL CONTROL SYSTEM	9/28/00	78/028,122	6/25/02	2,586,983	REGISTERED
UNITED STATES	TRINE	2/21/58	72/046,377	12/23/58	671,489	REGISTERED
UNITED STATES	UNIVERSAL VENTFIRE FIREPLACE	10/3/97	75/367,571			ABANDONED
UNITED STATES	UP TO 100 FT. RANGE & Design	10/10/02	76/454,712			PENDING
UNITED STATES	VANGUARD	11/8/82	73/401,917	10/23/84	1,301,450	REGISTERED
UNITED STATES	VANGUARD	6/9/86	73/603,149	6/16/87	1,442,998	REGISTERED
UNITED STATES	WE BRING SECURITY HOME	10/29/91	74/216,833	9/29/92	1,719,986	REGISTERED
UNITED STATES	WIREDLESS	4/4/03	76/504,450			PENDING
UNITED STATES	WIREDLESS	6/3/99	75/720,712			ABANDONED
UNITED STATES	WIRELESS COMMAND	11/4/02	76/466,067			PENDING
UNITED STATES	YELLOW/BLACK DESIGN	4/6/90	74/046,378	10/27/92	1,727,357	REGISTERED
VENEZUELA	HEATH			11/13/70	62511F	REGISTERED

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TRADEMARK