

FORM ~~PTO~~-1594 (modified)

(Rev 03/01)

02-25-2004



U.S. DEPARTMENT OF COMMERCE

ET

U.S. Patent and Trademark Office

102676929

To the Director of the United States Patent and Trademark Office and the attached original documents or copies thereof.

1. Name of conveying party(ies):

Temtex Industries, Inc.

2-23-04

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other
- Association
- Limited Partnership

Additional conveying party(ies)

3. Nature of conveyance:

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

Execution Date: **October 7, 2003**

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

Name: **The Vermont Castings Majestic Products Company**

Internal Address:
Street Address: 410 Admiral Boulevard
City: State: Zip: **Mississauga, Ontario, Canada L5T 3A3**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

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

OPR/FINANCE FEB 23 AM 8:33

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2477711 et al.

Additional number(s) attached Yes No

See Exhibit A

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

Name: **Irvin C. Harrington, III**
Internal Address: **FOLEY & LARDNER**
Street Address: **2029 Century Park East, 35th Floor**
City: **Los Angeles** State: **CA** Zip: **90067-3000**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 C.F.R. § 3.41): **FEE**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
50-0872

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.

Irvin C. Harrington, III

February 19, 2004

Name of person signing

Signature

Date

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

02/24/2004 LMUELLER 00000060 500872 2477711

01 FC:8521 250.00 DA 40.00 OP
02 FC:8522

015.622329.1

TRADEMARK
REEL: 002917 FRAME: 0520

Exhibit A

SCHEDULE OF MARKS

United States

| Mark | U.S. Registration Status | Serial No. / Registration No. | Int'l. Class |
|--------------------------|---------------------------------|--------------------------------------|---------------------|
| Temco Fireplace & Design | Registered | 2477711 | IC 011 |
| Split Bark | Filed as ITU | 2062377 | IC 011 |
| Elegance | Filed as ITU | 2422247 | IC 011 |
| Charred Oak | Filed as ITU | 2267897 | IC 011 |
| SOF-SEAL | Registered | 2118575 | IC 011 |
| Masterworks | Filed as ITU | 2082042 | IC 011 |
| Dreamglow | Filed as ITU | 2041127 | IC 011 |
| Americian Dream | Registered | 1845541 | IC 011 |
| Firetech 2000 | Registered | 1802656 | IC 011 |
| Temco | Registered | 1102056 | IC 011 |
| Temco | Registered | 0381703 | IC 011 |

Foreign Jurisdictions

| Mark | Foreign Jurisdiction Registration Status | Serial No. / Registration No. | Int'l. Class |
|-------------|---|--------------------------------------|---------------------|
| Mystique | Canada - Application | 787305 | |
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TRADEMARK ASSIGNMENT

WHEREAS, Temtex Industries, Inc., a Delaware corporation, and Temco Fireplace Products, Inc., a Texas corporation (together, "Assignors"), have adopted, owned and have used the United States marks and the foreign marks (collectively, the "Marks") described on Exhibit "A" attached hereto and incorporated herein by reference in connection with the manufacture and sale of metal fireplace products; and

WHEREAS, The Vermont Castings Majestic Products Company, a Delaware corporation ("Assignee"), desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby assign and transfer to Assignee all of their right, title and interest in and to the Marks, including their common law rights arising from the respective dates of first use of the Marks in commerce, together with all good will connected with the Marks. This assignment also includes all claims for damages by reason of past infringement of the Marks, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns or other legal representatives. Assignors further agree to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurance, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignors' interests in and to the Marks.

This Trademark Assignment is given pursuant to and in accordance with the terms of that certain Asset Purchase Agreement dated as of September 22, 2003 between Assignors and Assignee.

DATED: October 7, 2003

"ASSIGNORS"

TEMTEX INDUSTRIES, INC.
a Delaware corporation

By: 

Its: CEO

TEMCO FIREPLACE PRODUCTS, INC.
a Texas corporation

By: 

Its: CEO

"ASSIGNEE"

THE VERMONT CASTINGS MAJESTIC
PRODUCTS COMPANY

a Delaware corporation

By: 

Its Chairman + CEO