

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Marley-Wylain Company		08/24/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Marley Engineered Products LLC
Street Address:	470 Beauty Spot Road East
City:	Bennettsville
State/Country:	SOUTH CAROLINA
Postal Code:	29512
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1453124	QMARK
Registration Number:	1447356	Q MARK
Registration Number:	1446241	FAHRENHEAT
Registration Number:	1455134	FAHRENHEAT
Registration Number:	1120427	WATT KNOT

CORRESPONDENCE DATA	
Fax Number:	(202)861-1783
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202.861.1500
Email:	trademarks@bakerlaw.com
Correspondent Name:	Baker & Hostetler, LLP
Address Line 1:	1050 Connecticut Avenue, N.W.
Address Line 2:	Washington Square, Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5304

ATTORNEY DOCKET NUMBER:	87340-0085; -0086; -0088;
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NAME OF SUBMITTER:	John H. Weber
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TRADEMARK

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Total Attachments: 3

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ASSIGNMENT

WHEREAS, The Marley-Wylain Company, a Delaware corporation, having a place of business at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277 (hereinafter "Assignor"), owns the entire right, title and interest in and to the following trademarks and trademark registrations attached hereto as Schedule A (hereinafter "Assignor's Trademarks").

AND WHEREAS, Marley Engineered Products LLC, a Delaware limited liability company, having a place of business at 470 Beauty Spot Road East, Bennettsville, South Carolina 29512 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the Assignor's Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, the entire right, title and interest in and to Assignor's Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of the Assignor's Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this present, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid trademarks to be assigned by its duly authorized officer.

The Marley-Wylain Company
(Assignor)

By: _____

Name: Christopher S. Kearney

Title: Vice President, Secretary and
General Counsel

Date: 8/24/04

SCHEDULE A

UNITED STATES TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KENSINGTON HEATING PRODUCTS	1,292,073	August 28, 1984
QMARK & Design	1,453,124	August 18, 1987
QMARK	1,447,356	July 14, 1987
FAHRENHEAT	1,446,241	July 7, 1987
FAHRENHEAT & Design	1,455,134	September 1, 1987
WATT KNOT	1,120,427	June 19, 1979