TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duraflame, Inc.		08/09/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as administrative agent
Street Address:	800 Fifth Avenue
Internal Address:	37th Floor, WA1-501-37-20
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104-3185
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2173962	ANYTIME
Serial Number:	76228380	ATMOSFIRE
Registration Number:	1870971	CAL OAK
Registration Number:	1250132	CEDARFLAME
Registration Number:	1345494	CEDARFLAME
Serial Number:	76304990	CELEBRITE
Registration Number:	2526304	COLORLOG
Registration Number:	2376077	CRACKLEFLAME
Serial Number:	78233214	CREOSOLVE
Registration Number:	1338716	DURAFLAME
Registration Number:	2181012	DURAFLAME
Registration Number:	2390029	DURAFLAME
Registration Number:	1330443	DURAFLAME

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Registration Number:	2181011	DURAFLAME
Registration Number:	1527278	DURAFLAME
Registration Number:	1331575	DURAFLAME
Registration Number:	2162568	DURAFLAME HEARTH ESSENTIALS
Registration Number:	2166605	EASYTIME
Registration Number:	1954020	FIRESTART
Registration Number:	1663916	FIRESTART
Registration Number:	2446648	FIRETIME
Registration Number:	1315305	
Serial Number:	78228510	FLUE-RENEW
Registration Number:	2608222	FRESH LIGHT
Registration Number:	2019863	INSTA-MATCH
Registration Number:	2573644	IRONWOOD
Serial Number:	78387490	JUMBO START
Registration Number:	2626394	OPEN AIR
Registration Number:	1777608	QUICK START
Registration Number:	2122702	QUIK START
Registration Number:	1660481	QUIKSTART
Registration Number:	2180646	THE SECRET OF FIRE
Registration Number:	2628702	TIMBER GLOW
Registration Number:	2173955	XTRATIME

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Buchalter Nemer

Address Line 1: 333 Market Street

Address Line 2: 25th Floor

Address Line 4: San Francisco, CALIFORNIA 94105-2130

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	12/06/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Duraflame, Inc., a California corporation ("Grantor") and BANK OF AMERICA, N.A., as administrative agent (in such capacity, and together with its successors, the "Administrative Agent"), are parties to a Credit Agreement, dated as of August 9, 2004 (as the same may be amended from time to time, the "Credit Agreement"); pursuant to the terms of the Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between Grantor and the Administrative Agent, Grantor grants to the Administrative Agent a security interest in substantially all the assets of Grantor to secure the payment of all Secured Obligations; this Trademark Security Agreement is intended to secure the Secured Obligations on the terms and conditions stated in the Security Agreement; and all capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent a continuing security interest in Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to on Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with and in furtherance of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of August 9 2004.

GRANTOR(S):

Duraflame, Inc., a California corporation

By [signature]
Name: Parke M. Berkenheimer
Title: Executive Vice President

Acknowledged and Agreed to:
dated as of August _, 2004.

BANK OF AMERICA, N.A., as Administrative Agent

By_____
Name: _____
Title. _____

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TRADEMARK SECURITY AGREEMENT

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(i) each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;

(ii) each Trademark License, including each Trademark License listed on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to on Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with and in furtherance of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of August 9, 2004.

GRANTOR(S): Duraflame, Inc., a California corporation

By_____
Name: _____
Title: _____

Acknowledged and Agreed to:
dated as of August _, 2004.

BANK OF AMERICA, N.A., as Administrative Agent

By_____
Name: Tiffany Shin
Title: Assistant Vice President

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SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

I. Registered Trademarks

Title	Country	Owner	Serial Number	Registration Number	Date
Duraflame	Argentina	Duraflame, Inc.		1762395	11/17/1999
Duraflame	Australia	Duraflame, Inc.		A475626	8/13/1990
Duraflame & Flame Design	Australia	Duraflame, Inc.		477354	11/27/1987
Duraflame & Rainbow Design	Australia	Duraflame, Inc.		475623	10/29/1987
Flame Design	Australia	Duraflame, Inc.		B475625	10/29/1987
Duraflame	Benelux	Duraflame, Inc.		386066	9/30/1982
Duraflame	Brazil	Duraflame, Inc.		821208977	12/18/2001
Cal Oak	California	Duraflame, Inc.		96804	10/26/1992
Cedarflame	California	Duraflame, Inc.		66773	7/21/1982
Cedarflame & Flame Design	California	Duraflame, Inc.		66801	7/21/1982
Duraflame	California	Duraflame, Inc.		66796	7/21/1982
Duraflame & Flame Design	California	Duraflame, Inc.		66797	7/21/1982
Duraflame & Flame Design	California	Duraflame, Inc.		86545	1/13/1988
Duraflame & Rainbow Design	California	Duraflame, Inc.		66799	7/21/1982
Firestart & Flame Design	California	Duraflame, Inc.		93315	11/14/1990
Flame Design	California	Duraflame, Inc.		66795	7/21/1982
Quickstart & Flame Design	California	Duraflame, Inc.		88661	10/5/1998
Quickstart & Flame Design	California	Duraflame, Inc.		92760	7/18/1990
Anytime	Canada	Duraflame, Inc.		556030	1/7/2002
Atmosfire	Canada	Duraflame, Inc.		App - 1100116	4/18/2001
Cedarflame	Canada	Duraflame, Inc.		292148	6/22/1984
Cedarflame & Tree Design	Canada	Duraflame, Inc.		307379	10/18/1985
Colorlog	Canada	Duraflame, Inc.		564108	6/27/2002

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Title	Country	Owner	Serial Number	Registration Number	Date
Crackleflame	Canada	Duraflame, Inc.		App - 1042720	1/12/2000
Creosolve	Canada	Duraflame, Inc.		App - 1173917	4/2/2003
Duraflame	Canada	Duraflame, Inc.		321461	12/5/1986
Duraflame & Flame Design	Canada	Duraflame, Inc.		321460	12/5/1996
Duraflame & Rainbow Design	Canada	Duraflame, Inc.		316926	8/1/1986
Easytime	Canada	Duraflame, Inc.		TMA577093	3/7/2003
Firestart	Canada	Duraflame, Inc.		561302	5/2/2002
Firetime	Canada	Duraflame, Inc.		563490	6/14/2002
Flame Design	Canada	Duraflame, Inc.		315994	7/4/1986
Flue-Renew	Canada	Duraflame, Inc.		App - 1173918	4/3/2003
Fresh Light	Canada	Duraflame, Inc.		583986	6/18/2003
Insta-Match	Canada	Duraflame, Inc.		566003	8/19/2002
Ironwood	Canada	Duraflame, Inc.		592698	10/21/2003
Jumbo Start	Canada	Duraflame, Inc.		App - 1216296	5/11/2004
Open Air	Canada	Duraflame, Inc.		TMA590765	9/25/2003
Quick Start	Canada	Duraflame, Inc.		582123	5/22/2003
Xtratime	Canada	Duraflame, Inc.		556025	1/7/2002
Duraflame	Chile	Duraflame, Inc.		434520	11/21/1994
Duraflame	Chile	Duraflame, Inc.		626726	4/5/2002
Duraflame & Flame Design	Chile	Duraflame, Inc.		475918	1/3/1997
Duraflame & Rainbow Design	Chile	Duraflame, Inc.		631145	4/13/1992
Duraflame	China	Duraflame, Inc.		1536391	3/14/2001
Duraflame	China	Duraflame, Inc.		1562530	4/28/2001
Duraflame	China	Duraflame, Inc.		1555295	4/14/2001
Duraflame	Colombia	Duraflame, Inc.		219290	6/17/1999
Duraflame	Denmark	Duraflame, Inc.		VR06.686/1993	9/24/1993

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Title	Country	Owner	Serial Number	Registration Number	Date
Crackleflame	European Community	Duraflame, Inc.		1075308	5/3/2000
Duraflame	European Community	Duraflame, Inc.		125880	2/24/1999
Duraflame	European Community	Duraflame, Inc.		874420	3/19/2001
Firestart & Flame Design	European Community	Duraflame, Inc.		55707	11/8/1999
Fresh Light	European Community	Duraflame, Inc.		215557774	6/14/2002
Insta-Match	European Community	Duraflame, Inc.		874388	10/16/2000
Cedarflame	France	Duraflame, Inc.		1283713	9/11/1984
Duraflame	France	Duraflame, Inc.		1218938	11/15/1982
Duraflame	France	Duraflame, Inc.		1467557	5/24/1998
Firestart & Flame Design	France	Duraflame, Inc.		1677059	3/18/1991
Duraflame	Germany	Duraflame, Inc.		1130192	11/8/1988
Duraflame	Hungary	Duraflame, Inc.		15779	9/14/1999
Duraflame	Israel	Duraflame, Inc.		97814	11/5/1996
Duraflame	Italy	Duraflame, Inc.		525745	4/6/1990
Firestart & Flame Design	Italy	Duraflame, Inc.		609046	11/17/1993
Cedarflame	Japan	Duraflame, Inc.		2548332	6/30/1993
Duraflame	Japan	Duraflame, Inc.		2559884	7/30/1993
Duraflame & Flame Design	Japan	Duraflame, Inc.		2559885	7/30/1993
Duraflame & Flame Design	Japan	Duraflame, Inc.		2515620	3/31/1993
Duraflame & Rainbow Design	Japan	Duraflame, Inc.		2559887	7/30/1993
Firestart & Flame Design	Japan	Duraflame, Inc.		2704539	2/28/1995
Flame Design	Japan	Duraflame, Inc.		2559886	7/30/1993
Duraflame	Korea, Republic of	Duraflame, Inc.		451689	7/27/1999

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Title	Country	Owner	Serial Number	Registration Number	Date
Duraflame	Lebanon	Duraflame, Inc.		78166	12/14/1998
Atmosfire	Mexico	Duraflame, Inc.		716578	9/25/2001
Celebrite	Mexico	Duraflame, Inc.		762952	9/27/2002
Colorlog	Mexico	Duraflame, Inc.		683191	1/24/2001
Duraflame	Mexico	Duraflame, Inc.		312628	10/10/1985
Duraflame & Flame Design	Mexico	Duraflame, Inc.		358001	1/13/1989
Duraflame & Rainbow Design	Mexico	Duraflame, Inc.		318821	10/30/1986
Flame Design	Mexico	Duraflame, Inc.		370451	12/4/1989
Fresh Light	Mexico	Duraflame, Inc.		729834	1/15/2002
Insta-Match	Mexico	Duraflame, Inc.		683190	1/24/2001
Jumbo Start	Mexico	Duraflame, Inc.		App - 656039	5/13/2004
Open Air	Mexico	Duraflame, Inc.		708009	7/27/2001
Duraflame	Norway	Duraflame, Inc.		118530	9/13/1984
Duraflame	Panama	Duraflame, Inc.		97260	11/13/1998
Duraflame	Saudi Arabia	Duraflame, Inc.		522/25	2/27/2000
Duraflame	Spain	Duraflame, Inc.		1254488	5/5/1989
Duraflame	Sweden	Duraflame, Inc.		263502	1/20/1995
Duraflame	Switzerland	Duraflame, Inc.		P321677	10/7/1982
Duraflame	Turkey	Duraflame, Inc.		203239	8/28/1998
Duraflame	U.K.	Duraflame, Inc.		1342608	4/26/1998
Title	Country	Owner	Serial Number	Registration Number	Filing Date
Duraflame	U.K.	Duraflame, Inc.		2175171	7/3/1998
Anytime	USA	Duraflame, Inc.	75253951	2173962	7/14/1998
Atmosfire	USA	Duraflame, Inc.		App – 76/228380	3/21/2001
Cal Oak	USA	Duraflame, Inc.	74470904	1870971	1/3/1995
Cedarflame	USA	Duraflame, Inc.	73374038	1250132	9/6/1983

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Title	Country	Owner	Serial Number	Registration Number	Date
Cedarflame & Tree Design	USA	Duraflame, Inc.	73460532	1345494	7/2/1985
Celebrite	USA	Duraflame, Inc.		App - 76/304990	8/24/2001
Colorlog	USA	Duraflame, Inc.	76034215	2526304	1/1/2002
Crackleflame	USA	Duraflame, Inc.	75584709	2376077	8/8/2000
Creosolve	USA	Duraflame, Inc.		App - 78/233214	4/2/2003
Duraflame	USA	Duraflame, Inc.	73374067	1338716	6/4/1985
Duraflame	USA	Duraflame, Inc.	75044627	2181012	8/11/1998
Duraflame	USA	Duraflame, Inc.	75857122	2390029	9/26/2000
Duraflame & Flame Design	USA	Duraflame, Inc.	73374002	1330443	4/16/1985
Duraflame & Flame Design	USA	Duraflame, Inc.	75044626	2181011	8/11/1998
Duraflame & Flame Design	USA	Duraflame, Inc.	73695083	1527278	2/28/1989
Duraflame & Rainbow Design	USA	Duraflame, Inc.	73374029	1331575	4/23/1985
Duraflame Hearth Essentials	USA	Duraflame, Inc.	75096082	2162568	6/2/1998
Easytime	USA	Duraflame, Inc.	75252292	2166605	6/16/1998
Firestart	USA	Duraflame, Inc.	74461309	1954020	2/6/1996
Firestart & Flame Design	USA	Duraflame, Inc.	74100058	1663916	11/12/1991
Firetime	USA	Duraflame, Inc.	75252106	2446648	4/24/2001
Flame Design	USA	Duraflame, Inc.	73373999	1315305	1/22/1985
Flue-Renew	USA	Duraflame, Inc.		App - 78/228510	3/21/2003
Fresh Light	USA	Duraflame, Inc.	76214737	2608222	8/13/2002
Insta-Match	USA	Duraflame, Inc.	74649013	2019863	11/26/1996
Ironwood	USA	Duraflame, Inc.	76314535	2573644	5/28/2002
Jumbo Start	USA	Duraflame, Inc.		App - 78/387490	3/19/2004
Open Air	USA	Duraflame, Inc.	76215074	2,626,394	9/24/2002
Quick Start	USA	Duraflame, Inc.	74146459	1777608	6/22/1993
Quickstart & Flame Desing	USA	Duraflame, Inc.	75002180	2122702	12/23/1997

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Title	Country	Owner	Serial Number	Registration Number	Date
Quickstart & Flame Design	USA	Duraflame, Inc.	74046939	1660481	10/15/1991
The Secret of Fire	USA	Duraflame, Inc.	75332288	2180646	8/11/1998
Timber Glow	USA	Duraflame, Inc.	75797087	2628702	10/1/2002
Xtratime	USA	Duraflame, Inc.	75252053	2173955	7/14/1998

II. Grantor may have common law trademark rights in and to the following trade names:

Description	City, State	Trade Name
None.		

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SCHEDULE 2 TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

None.