

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		08/30/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	DESA IP, LLC
<b>Street Address:</b>	2701 Industrial Drive
<b>City:</b>	Bowling Green
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	42101
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	3047584	110° DETECTION ZONE
Registration Number:	3047585	150° DETECTION ZONE
Registration Number:	3039135	180° DETECTION ZONE
Registration Number:	3039134	240° DETECTION ZONE RANGE BOOSTER
Registration Number:	2972107	2-NOTE MELODY
Registration Number:	3039133	360° DETECTION ZONE
Registration Number:	2972106	8-NOTE MELODY
Registration Number:	2903722	BASIC SOLUTIONS
Registration Number:	3051796	CLASSIC DÉCOR SERIES
Registration Number:	2893761	CONTROLS 2 LIGHT GROUPS
Registration Number:	2632266	CREEP ZONE
Registration Number:	2867480	DIMMING CONTROL

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Registration Number:	2098785	DUAL BRITE
Registration Number:	2954449	DUALBRITE
Registration Number:	2062590	ELECTRIPAK
Registration Number:	2525880	ENCHANTMENT COLLECTION
Registration Number:	2540499	EXPRESSIONS
Registration Number:	2863490	
Registration Number:	0928672	HEATH
Registration Number:	1717753	INTELECTRON
Registration Number:	2104148	JOURNEYMAN
Registration Number:	2972105	LIFETIME FINISH
Registration Number:	2972104	MUSICAL MELODY
Registration Number:	2751373	NEW WIRELESS TECHNOLOGY
Registration Number:	2867479	NO WIRES REQUIRED
Registration Number:	3034594	ON AT DUSK OFF AT DAWN
Registration Number:	2964812	RF TECH COMMUNICATION
Registration Number:	2876764	SAY WHAT?! WIRELESS DOORBELL
Registration Number:	2897637	SAY WHAT?!
Registration Number:	1645881	SCANGUARD
Registration Number:	2960327	SECURE HOME
Registration Number:	1238082	SELECTRONIC
Registration Number:	3080138	SOLID BRASS
Registration Number:	2957712	SOLID WOOD
Registration Number:	2977780	STYLE & SECURITY
Registration Number:	2845221	TIMELESS TREASURES
Registration Number:	2952738	TIMELESS TREASURES SERIES
Registration Number:	0671489	TRINE
Registration Number:	2863397	TWO YEAR WARRANTY 2
Registration Number:	2887199	UP TO 100FT RANGE
Registration Number:	2987480	UP TO 100 FT RANGE
Registration Number:	2972103	UP TO 150 FT RANGE
Registration Number:	1719986	WE BRING SECURITY HOME
Registration Number:	2942769	WIRED
Registration Number:	2872411	WIREDLESS
Registration Number:	2859479	WIRELESS COMMAND
Registration Number:	2875764	REMOTE HOME

**TRADEMARK**

**REEL: 003620 FRAME: 0306**

CORRESPONDENCE DATA

Fax Number: (312)660-0471  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-861-6371  
Email: rprescan@kirkland.com  
Correspondent Name: Renee Prescan  
Address Line 1: 200 E. Randolph Drive  
Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36052-103 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	09/13/2007

Total Attachments: 7  
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**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Partial Release**") is made as of August 30, 2007 ("**Effective Date**") by MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent for the Lenders, (the "**Grantee**").

**WHEREAS**, DESA, LLC, a Florida limited liability company and successor by merger to DESA US, LLC, HIG-DESA Heating, Inc., HIG-DESA Specialty, Inc. and HIG-DESA FMI, Inc. ("**DESA**"), individually as a Borrower and as Funds Administrator, DESA HEATING, LLC, a Florida limited liability company ("**DESA Heating**"), DESA SPECIALTY, LLC, a Florida limited liability company ("**DESA Specialty**"), DESA FMI, LLC, a Florida limited liability company ("**DESA FMI**"), DESA IP, LLC, a Florida limited liability company ("**DESA IP**" or "**Grantor**"; DESA IP, together with DESA, DESA Heating, DESA Specialty and DESA FMI are hereinafter referred to individually as a "**Borrower**" and collectively as the "**Borrowers**"), DHP HOLDINGS II CORPORATION, a Delaware corporation ("**Holdings**"), DHP ACQUISITION CORP., a corporation organized under the laws of the Cayman Islands ("**Parent**" and together with each Borrower and Holdings, the "**Credit Parties**" and individually as a "**Credit Party**"), Administrative Agent, ING Capital LLC, as Documentation Agent, CIBC Inc., as Syndication Agent, and the Lenders party thereto from time to time (the "**Lenders**") have entered into that certain Credit Agreement, dated as of December 6, 2004, (as amended, restated, supplemented or otherwise modified prior to the date hereof and hereafter from time to time, the "**Credit Agreement**");

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated December 6, 2004 (as amended, the "**Trademark Security Agreement**"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor set forth on Schedule A attached hereto (the "**Specified Trademarks**"), in each case, together with the goodwill associated therewith;

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and among Grantor, certain of Grantor's affiliates, and Grantee dated December 6, 2004 (as amended, the "**Security Agreement**");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("**PTO**") on December 13, 2004 at Reel/Frame 2991/0177, on April 4, 2007 at Reel/Frame 3514/0119; and an amendment thereto dated December 15, 2005 was recorded on December 20, 2005 at Reel/Frame 3214/0332; and

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of August 6, 2007 (the "**Asset Purchase Agreement**"), by and among DESA, LLC, DESA Specialty, LLC, DESA Heating, LLC, DESA IP, LLC, DESA (UK) Limited, DESA Europe B.V., HIG-DHP Barbados, Ltd., and DESA Industries of Canada, Inc., as Sellers, and

Duchossois Industries, Inc., as Buyer, the Sellers have sold to Buyer the Heath-Zenith Business and Acquired Assets, as defined and more fully described therein.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels and releases any and all security interests it has against the Specified Trademarks; provided that Grantee, on its behalf and on behalf of the Lenders, terminates, cancels and releases its security interests only upon the Specified Trademarks that are "Acquired Assets" in the Asset Purchase Agreement.

Nothing herein is, or shall be deemed, a termination, cancellation, release or other modification of Administrative Agent's or any Lender's security interest or lien on any other asset of any Credit Party, including, without limitation, the "Excluded Assets" or "Retained Businesses" as defined in the Asset Purchase Agreement. Except as to the Specified Trademarks that are "Acquired Assets" in the Asset Purchase Agreement, the security interests and liens of the Administrative Agent and Lenders in any asset of any Credit Party continue in full force and effect to the same extent as if this Partial Release had not been provided.

*[signature page follows]*

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










**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc., as  
Administrative Agent for the Lenders






By: 

Name: **Mike Kriz**  
Title: **Vice President**







**SCHEDULE A**



**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Trademark	Appl. No. Filed	Reg. No. Issued
USA	110° DETECTION ZONE & Design 	76/584,996 3/31/2004	3,047,584 1/24/2006
USA	150° DETECTION ZONE & Design 	76/584,997 3/31/2004	3,047,585 1/24/2006
USA	180° DETECTION ZONE & Design 	76/584,995 3/31/2004	3,039,135 1/10/2006
USA	240° DETECTION ZONE RANGE BOOSTER & Design 	76/584,994 3/31/2004	3,039,134 1/10/2006
USA	2-NOTE MELODY & Design 	76/536,694 7/7/2003	2,972,107 7/19/2005
USA	360° DETECTION ZONE & Design 	76/584,993 3/31/2004	3,039,133 1/10/2006
USA	8-NOTE MELODY & Design 	76/536,693 7/7/2003	2,972,106 7/19/2005
USA	BASIC SOLUTIONS	76/457,754 10/7/2002	2,903,722 11/16/2004
USA	CLASSIC DÉCOR SERIES	76/536,692 7/7/2003	3,051,796 1/24/2006
USA	CONTROLS 2 LIGHT GROUPS 	76/454,713 10/2/2002	2,893,761 10/12/2004
USA	CREEP ZONE	75/773,040 8/11/1999	2,632,266 10/8/2002
USA	DIMMING CONTROL & Design 	76/457,116 10/9/2002	2,867,480 7/27/2004

Country	Trademark	Appl. No. Filed	Reg. No. Issued
USA	DUAL BRITE	75/066,726 3/4/1996	2,098,785 9/23/1997
USA	DUAL BRITE & Design 	76/579,856 3/8/2004	2,954,449 5/24/2005
USA	ELECTRIPAK	74/702,150 7/14/1995	2,062,590 5/20/1997
USA	ENCHANTMENT COLLECTION	75/861,566 12/1/1999	2,525,880 1/1/2002
USA	EXPRESSIONS	76/299,167 8/9/2001	2,540,499 2/19/2002
USA	HANDS FREE LOGO 	76/506,184 4/14/2003	2,863,490 7/13/2004
USA	HEATH	72/337,306 9/8/1969	928,672 2/8/1972
USA	INTELECTRON	74/216,834 10/29/1991	1,717,753 9/22/1992
USA	JOURNEYMAN	75/065,061 2/29/1996	2,104,148 10/7/1997
USA	LIFETIME FINISH & HOURGLASS Design 	76/536,691 7/7/2003	2,972,105 7/19/2005
USA	MUSICAL MELODY	76/536,690 7/7/2003	2,972,104 7/19/2005
USA	NEW WIRELESS TECHNOLOGY & Design	78/090,705 10/29/2001	2,751,373 8/12/2003
USA	NO WIRES REQUIRED 	76/457,114 10/9/2002	2,867,479 7/27/2004
USA	ON AT DUSK OFF AT DAWN & Design 	78/418,253 5/13/2004	3,034,594 12/27/2005
USA	REMOTE HOME	76/457,758 10/7/2002	2,873,764 8/17/2004
USA	RF TECH COMMUNICATION	76/589,449 4/29/2004	2,964,812 7/5/2005



Country	Trademark	Appln. No. Filed	Reg. No. Issued
USA	SAY WHAT ?! WIRELESS DOORBELL	76/541,822 8/21/2003	2,876,764 8/24/2004
USA	SAY WHAT?!	76/299,166 8/9/2001	2,897,637 10/26/2004
USA	SCANGUARD	74/061,661 5/22/1990	1,645,881 5/28/1991
USA	SECURE HOME	76/510,832 4/30/2003	2,960,327 6/7/2005
USA	SELECTRONIC	73/316,925 6/29/1981	1,238,082 5/17/1983
USA	SOLID BRASS & Design 	76/536,688 7/7/2003	3,080,138 4/11/2006
USA	SOLID WOOD & Design 	76/536,687 7/7/2003	2,957,712 5/31/2005
USA	STYLE & SECURITY	76/554,698 10/9/2003	2,977,780 7/26/2005
USA	TIMELESS TREASURES	76/019,379 4/6/2000	2,845,221 5/25/2004
USA	TIMELESS TREASURES SERIES	76/536,685 7/7/2003	2,952,738 5/17/2005
USA	TRINE	72/046,377 2/21/1958	671,489 12/23/1958
USA	TWO YEAR WARRANTY 	76/457,329 10/10/2002	2,863,397 7/13/2004
USA	UP TO 100 FT RANGE & Design 	76/454,712 10/2/2002	2,887,199 9/21/2004
USA	UP TO 100 FT RANGE 	78/418,702 5/14/2004	2,987,480 5/31/2005
USA	UP TO 150 FT. RANGE & Design 	76/536,689 7/7/2003	2,972,103 7/19/2005
USA	WE BRING SECURITY HOME	74/216,833 10/29/1991	1,719,986 9/29/1992

Country	Trademark	Appln. No. Filed	Reg. No. Issued
USA	WIRED & Design 	76/536,695 7/7/2003	2,942,769 4/19/2005
USA	WIREDLESS	76/504,450 4/7/2003	2,872,411 8/10/2004
USA	WIRELESS COMMAND 	76/466,067 11/4/2002	2,859,479 7/6/2004