TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/28/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DESA IP, LLC		01/10/2008	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Duchossois Industries, Inc.
Street Address:	845 Larch Avenue
City:	Elmhurst
State/Country:	ILLINOIS
Postal Code:	60126
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77258051	8 NOTE MELODY
Serial Number:	77258064	BASIC 2 NOTE
Serial Number:	77258058	BASIC SOUND
Serial Number:	77257932	MAKE-IT-MOTION

OP $115.00 77258051

CORRESPONDENCE DATA

Fax Number: (502)561-0442
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 502-584-1135
Email: jgregory@middreut.com
Correspondent Name: Julie Ann Gregory
Address Line 1: 2500 Brown & Williamson Tower
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Julie Ann Gregory

Signature:	/Julie Ann Gregory/
Date:	03/06/2008

Total Attachments: 3
source=NPT assignment executed#page1.tif
source=NPT assignment executed#page2.tif
source=NPT assignment executed#page3.tif

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, effective as of August 28, 2007, is from DESA IP, LLC, a Limited Liability Company organized under the laws of the State of Florida, currently having an office and place of business at 1001 Brickell Bay Drive, 27th Floor, Miami, Florida 33131 ("Assignor"), to Duchossois Industries, Inc., a Corporation organized under the laws of the State of Illinois, currently having an office and place of business at 845 Larch Avenue, Elmhurst, IL 60126 ("Assignee").

WITNESSETH:

WHEREAS, up to and including August 28, 2007, Assignor was the sole owner of the exclusive right, title and interest in and to the trademarks listed on Schedule A attached hereto (collectively, the "Marks"), and the related applications referenced therein (respectively, the "Applications);

WHEREAS, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which each such mark pertains, thus making assignment of the related Applications permissible under Section 10 of the Lanham Act;

WHEREAS, pursuant to a document entitled "Asset Purchase Agreement" by and between the parties dated August 6, 2007 (hereinafter referred to as the "Asset Purchase Agreement"), Article 1, Section 1.01(e), Assignee acquired from Assignor, all right, title and interest in and to the trademarks related to the "Heath-Zenith Business" as defined therein, and all corresponding applications and registrations thereof, together with the goodwill of the business symbolized by the trademarks;

WHEREAS, in addition to said Asset Purchase Agreement and the closing documents later executed by and between the parties effective August 28, 2007, the parties desire to memorialize the assignment of the trademarks and corresponding applications identified in Schedule A hereto;

NOW, THEREFORE, in consideration of one dollar (U.S. $1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby evidence its assignment unto Assignee of:

1. The entire and exclusive right, title and interest in and to the Marks and Applications, together with the goodwill of the business connected with the use of and symbolized by the Marks, including the right to register the Marks in Assignee's name throughout the world; and

2. The sole right to enforce rights in said Marks and Applications, with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

[space intentionally left blank]

Assignor covenants that Assignor has the full right to enter into this Nunc Pro Tunc Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

DESA IP, LLC

By: Paul A Lehmann

Paul Lehmann
Chief Financial Officer

Dated: 1/10/08

SCHEDULE A

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
8 NOTE MELODY (stylized & design)							
UNITED STATES	T03554US00	08/17/2007	77/258,051			PUBLISHED	009
009 - electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells							
BASIC 2 NOTE & design							
UNITED STATES	T03556US00	08/17/2007	77/258,064			PENDING	009
009 - electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells							
BASIC SOUND (stylized)							
UNITED STATES	T03555US00	08/17/2007	77/258,058			PENDING	009
009 - electronic door chimes and electronic pushbuttons for doorbells; electronic wireless door chimes and electronic wireless pushbuttons for doorbells							
MAKE-IT-MOTION							
UNITED STATES	T03557US00	08/17/2007	77/257,932			PUBLISHED	009,011
009 - wireless electric lighting controls 011 - electric lighting fixtures							