

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Monessen Hearth Systems Company		07/25/2008	CORPORATION: KENTUCKY

**RECEIVING PARTY DATA**

<b>Name:</b>	Keybank National Association
<b>Street Address:</b>	127 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	national banking association: OHIO

**PROPERTY NUMBERS Total: 64**

Property Type	Number	Word Mark
Registration Number:	2848204	AMBIENT TECHNOLOGIES
Registration Number:	2983524	BORN TO BURN
Registration Number:	3059257	LEXFIRE BURN SYSTEM
Registration Number:	2841064	LEXINGTON FORGE
Registration Number:	1162615	MARTIN
Registration Number:	2234594	MAXIHEARTH
Registration Number:	1193112	MI
Registration Number:	1130788	MI MARTIN INDUSTRIES
Registration Number:	3405872	PRIME HEAT
Registration Number:	1173069	QUADRA-THERM
Registration Number:	2776471	SPLENDOR GLOW
Registration Number:	2830576	THE LEXINGTON FIREPLACE
Registration Number:	2990105	TOUCH LIGHT
Registration Number:	1187536	WARM MORNING

**CH \$1615.00 2848204**

Serial Number:	76653222	TRIPLE PLAY BURNER SYSTEM
Serial Number:	76678668	SIGNATURE COMMAND
Serial Number:	77379318	NATURAL BLAZE
Registration Number:	1615588	
Registration Number:	3097796	AMERICAN DREAM
Registration Number:	2549415	ASPEN
Registration Number:	1756868	BRILLIANCE
Registration Number:	3382961	CFM
Registration Number:	2539482	CFM MAJESTIC INC.
Registration Number:	3109675	CHATEAU
Registration Number:	1082393	DEFIANT
Registration Number:	2052289	DUTCHWEST
Registration Number:	2575464	ENCORE
Registration Number:	3113047	EVERBURN
Registration Number:	0799520	FIRE-B-Q
Registration Number:	2558008	INSTA FLAME BY MAJESTIC
Registration Number:	1173064	INTREPID
Serial Number:	78828357	M MAJESTIC FIREPLACES
Registration Number:	0700363	MAJESTIC
Registration Number:	1586638	MAJESTIC
Registration Number:	2606572	NF NORTHERN FLAME
Registration Number:	2551887	NF NORTHERN FLAME GAS FIREPLACES
Registration Number:	2976362	PATIOCARE
Registration Number:	3067018	PET PARTNER
Registration Number:	2708374	PINNACLE
Registration Number:	2713982	PURIFLAME
Registration Number:	2904045	RADIANCE
Registration Number:	1170060	RESOLUTE
Registration Number:	1592899	RESOLUTE ACCLAIM
Registration Number:	1600662	SEQUOIA
Registration Number:	2587489	STARDANCE
Registration Number:	1506999	SUPERHEARTH
Registration Number:	2812701	TAG A LONG
Registration Number:	1580080	THE FIRESIDE ADVISOR
Registration Number:	2670511	THE LOOK AND FEEL OF A REAL WOOD FIRE

**TRADEMARK**

**REEL: 003836 FRAME: 0470**

Registration Number:	2769860	VERMONT CASTINGS
Registration Number:	2769858	VERMONT CASTINGS
Registration Number:	1323976	VERMONT CASTINGS
Registration Number:	1252241	VERMONT CASTINGS
Registration Number:	2753758	VICTORIAN GARDEN COLLECTION
Registration Number:	1084653	VIGILANT
Registration Number:	1589853	WARM MAJIC
Registration Number:	1582443	WINTERWARM
Registration Number:	1913197	WONDERFIRE
Registration Number:	1208425	PYRO MASTER
Registration Number:	0381703	TEMCO
Registration Number:	1102056	TEMCO
Registration Number:	1509246	DSD
Registration Number:	2368987	6-IN-1
Registration Number:	2263906	THE ADVANTAGE

**CORRESPONDENCE DATA**

Fax Number: (415)393-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-954-0200  
Email: trademark@ssd.com  
Correspondent Name: Elizabeth Seals, Esq.  
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Address Line 2: One Maritime Plaza, Suite 300  
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ATTORNEY DOCKET NUMBER:	020687.00056
NAME OF SUBMITTER:	Elizabeth Seals
Signature:	/Elizabeth Seals/
Date:	08/15/2008

**Total Attachments: 52**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT - BORROWER

RECITALS:

MONESSEN HEARTH SYSTEMS COMPANY, a Kentucky corporation, as successor to Monessen Acquisition Company (together with its successors and assigns, the "Pledgor"), and MONESSEN HOLDING COMPANY, a Delaware corporation (together with its successors and assigns, "Parent"), are entering into the Credit and Security Agreement, as hereinafter defined, with the financial institutions listed on Schedule 1 to the Credit Agreement (collectively, together with their respective successors and assigns, "Lenders" and, individually, "Lender") and KEYBANK NATIONAL ASSOCIATION, as agent for the Lenders ("Agent").

Pledgor understands that the Lenders are willing to enter into the Credit Agreement and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by the Lenders under the Credit Agreement, as hereinafter defined, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1** Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"Credit Agreement" shall mean the Credit and Security Agreement executed by and among Pledgor, Parent, Agent and the Lenders and dated as of even date herewith, as it may from time to time be amended, restated or otherwise modified.

"Debt" shall mean, the Secured Debt as defined in the Credit Agreement.

"Licenses" shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

"Patents" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including,

without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

“PTO” shall mean the United States Patent and Trademark Office in Washington, D.C.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

**Section 2** Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof

**Section 3** Warranties and Representations. Pledgor represents and warrants to Agent and the Lenders that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Liens, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, 2 charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO as of the date hereof that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that as of the date hereof it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that as of the date hereof it is aware of no third party claim that any aspect of Pledgor’s present or contemplated business operations

infringes or will infringe any registered trademark or registered service mark in a manner which would not reasonably be expected to have a Material Adverse Effect; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that as of the date hereof said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Pledgor further warrants that as of the date hereof it is aware of no third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any patent in a manner which would not reasonably be expected to have a Material Adverse Effect.

**Section 4** Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice without Agent's prior written consent which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

**Section 5** Right to Inspect. Pledgor hereby grants to Agent and Lenders and their employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in Section 5.23 of the Credit Agreement.

**Section 6** Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

**Section 7** Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Agent providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt (other than contingent

indemnification obligations). Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

**Section 8** Termination. At such time as the Debt has been irrevocably paid in full (other than contingent indemnification obligations), the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated, this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Section 9, Section 11, Section 22, Section 23, Section 24, Section 25, Section 26, Section 27 shall survive any termination of this Agreement.

**Section 9** Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer material to Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

**Section 10** Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, if Pledgor determines in the reasonable business judgment of Pledgor that the maintenance of such collateral is no longer necessary, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full (other than contingent indemnification obligations), and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

**Section 11** Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent elects to join in any such action commenced by Pledgor.



**Section 12** Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

**Section 13** Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may after reasonable notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

**Section 14** Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

**Section 15** New Collateral. If, before the Debt shall have been satisfied in full (other than contingent indemnification obligations), Pledgor shall obtain rights to any new Collateral, the provisions of Section 2 and Section 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof.

**Section 16** Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Section 2 and Section 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

**Section 17** No Waiver. No course of dealing between Pledgor and Agent and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Lenders, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Section 18** Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

**Section 19** Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**Section 20** Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of the Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

**Section 21** Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

**Section 22** Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to a Lender, mailed or delivered to it, addressed to the address of such Lender specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

**Section 23** Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**Section 24** Indemnity: Administration and Enforcement. Pledgor will reimburse Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Agent in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor.

**Section 25** Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full (other than contingent indemnification obligations), regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and the Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Obligor even if Agent or any Lender thereby breaches any duty or Commitment to Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of any Related Writing, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement),

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor, whether or not Agent or any Lender receive consideration for the release,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Related Writing.

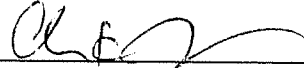
**Section 26** No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full (other than contingent indemnification obligations), Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

[Remainder of page intentionally left blank.]

**Section 27** JURY TRIAL WAIVER. PLEDGOR, AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND THE LENDERS, OR ANY OF THEM.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 31<sup>st</sup> day of March, 2006.

MONESSEN HEARTH SYSTEMS COMPANY

By:   
Name: Christopher K. Jones  
Title: Vice President and Assistant Secretary

KEYBANK NATIONAL ASSOCIATION,  
as Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Section 27** JURY TRIAL WAIVER. PLEDGOR, AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND THE LENDERS, OR ANY OF THEM.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 5<sup>th</sup> day of mar., 2006.

MONESSEN HEARTH SYSTEMS COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KEYBANK NATIONAL ASSOCIATION,  
as Agent and as a Lender

By: Matt Keefer  
Name: MATT KEEFER  
Title: VP

SCHEDULE A  
Patents

MONESSEN HEARTH SYSTEMS COMPANY  
 U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date	Owner
1.	Direct-vent fireplace configurable for top venting or rear venting	US	10/669830	09/24/03	6910478	06/28/05	Issued 09/24/2023	Monessen Hearth Systems Company
2.	Direct-vent fireplace configurable for top venting or rear venting	Canada	2482222	09/21/04	----	----	Pending N/A	Monessen Hearth Systems Company
3.	Direct-vent fireplace configurable for top venting or rear venting	China	2004/ 10085112	09/23/04	1616889	05/18/05	Pending 09/23/2024	Monessen Hearth Systems Company
4.	Gas burner and fabrication method for same	US	09/167358	10/07/98	6045356	04/04/00	Issued 10/07/2018	Monessen Hearth Systems, Inc.
5.	Catalytic Fireplace Insert	US	09/040872	03/18/98	5934268	08/10/99	Issued Expires: 03/18/2018	Monessen Hearth Systems Company

**MONESSEN HEARTH SYSTEMS COMPANY  
U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS**

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date	Owner
6.	Heating apparatus	US	09/036154	03/06/98	6026805	02/22/00	Issued Expires: 02/22/2019	Monessen Hearth Systems, Inc.
7.	Row Crop Harvester	US	08/740643	10/31/96	5878561	03/09/99	Issued Expires: 10/31/2016	Monessen Hearth Systems Company

SCHEDULE B  
Trademarks

MONESSEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date	Owner
1.	6-IN-1	75/194316	11/07/96	2368987	07/18/00	Registered Expires: 07/18/10	Monessen Hearth Systems Company
2.	AMBIENT TECHNOLOGIES	76/344927	12/04/01	2848204	06/01/04	Registered Expires: 06/01/14	Monessen Hearth Systems Company
3.	BORN TO BURN	76/400978	04/26/02	2983524	08/09/05	Registered Expires: 08/09/15	Monessen Hearth Systems Company



MONESEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date <sup>1</sup>	Owner
4.	LEXFIRE BURN SYSTEM	76/400979	04/26/02	3059257	02/14/06	Registered Expires: 02/14/16	Monsessen Hearth Systems Company
5.	LEXINGTON FORGE	76/400980	04/26/02	2841064	05/11/04	Registered Expires: 05/11/14	Monsessen Hearth Systems Company
6.	MARTIN	73/206000	03/05/79	1162615	07/28/81	Registered Renewed 12/14/01 Expires: 12/14/11	Monsessen Hearth Systems Company
7.	MAXIHEARTH	75/055806	02/09/96	2234594	03/23/99	Registered Expires: 03/23/09	Monsessen Hearth Systems Company
8.	MI [design]	73/268420	06/30/80	1193112	04/06/82	Registered Renewed 06/10/02 Expires: 06/10/12	Monsessen Hearth Systems Company

MONESSEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date	Owner
9.	MI MARTIN INDUSTRIES	73/194729	11/27/78	1130788	02/12/80	Registered Renewed 08/24/00 Expires: 08/24/10	Monessen Hearth Systems Company
10.	PRIME HEAT	76/600748	09/13/05	----	----	Pending Expires: N/A	Monessen Hearth Systems Company
11.	QUADRA-THERM	73/241849	12/07/79	1173069	10/13/81	Registered Renewed 08/14/02 Expires: 08/14/12	Monessen Hearth Systems Company
12.	SPLENDOR GLOW	76/341853	11/19/01	2776471	10/21/03	Registered Expires: 10/21/13	Monessen Hearth Systems Company
13.	THE ADVANTAGE	75/106935	05/20/96	2263906	07/27/99	Registered Expires: 07/27/09	Monessen Hearth Systems Company

MONESEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date	Owner
14.	THE LEXINGTON FIREPLACE	76/401091	04/26/02	2830576	04/06/04	Registered Expires: 04/06/14	Monessen Hearth Systems Company
15.	TOUCH LIGHT	76/540209	08/26/03	2990105	08/30/05	Registered Expires: 08/30/15	Monessen Hearth Systems Company
16.	TRIPLE PLAY BURNER SYSTEM	76/653222	01/10/06	----	----	Pending Expires: N/A	Monessen Hearth Systems Company
17.	WARM MORNING	73/295362	02/02/81	1187536	01/26/82	Registered Renewed 10/22/02 Expires: 10/22/12	Monessen Hearth Systems Company

MONESSEN HEARTH SYSTEMS COMPANY

FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	AMBIENT TECHNOLOGIES	Canada	1128676	01/21/02	TMA631507	01/28/05 Expires: 01/28/15	Issued	Monessen Hearth Systems Company

SCHEDULE C  
Licenses

MONESSEN HEARTH SYSTEMS COMPANY			
COPYRIGHT LICENSES			
License Agreement	Date	Licensed Material	Term of License
License Agreement and Release between Monessen Hearth Systems Company and John Risse	09/16/03	41 professional photographs of fireplaces, hearths and heating appliances	4 years (expiring 09/15/07)

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF \_\_\_\_\_, 2006 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY MONESSEN HEARTH SYSTEMS COMPANY ("PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNMENT

WHEREAS, MONESSEN HEARTH SYSTEMS COMPANY, a Kentucky corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of \_\_\_\_\_, 2006 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of KEYBANK NATIONAL ASSOCIATION, as Agent for the Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in

Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on \_\_\_\_\_, 2006.

MONESSEN HEARTH SYSTEMS COMPANY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS:

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said MONESSEN HEARTH SYSTEMS COMPANY, a Kentucky corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public



***INTELLECTUAL PROPERTY SECURITY AGREEMENT-KEY/HR-BORROWER***

**CONFIRMATION OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**THIS CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Confirmation") is made as of July 25, 2008, by MONESSEN HEARTH SYSTEMS COMPANY, a Kentucky corporation, having an office at 149 Cleveland Drive, Paris, Kentucky 40361 (the "Company") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association having an office at 127 Public Square, Cleveland, Ohio 44114 ("KeyBank") as Agent.

**RECITALS**

A. MONESSEN HEARTH SYSTEMS COMPANY (formerly Monessen Acquisition Company), a Kentucky corporation (the "Borrower") and MONESSEN HOLDING COMPANY, a Delaware corporation ("Parent") have entered into that certain Second Amended and Restated Credit and Security Agreement, dated as of the date hereof (as from time to time further amended, restated, modified or supplemented, the "Second Amended and Restated Credit Agreement") among Borrower, Parent, various financial institutions (the "Lenders") and KeyBank, as administrative agent (the "Agent"). Each capitalized term not defined herein has the same meaning as in the Second Amended and Restated Credit Agreement.

B. In connection with the Credit and Security Agreement, dated as of March 31, 2006, among Borrower, Parent, Lenders and the Agent, the Company has entered into that certain Intellectual Property Security Agreement – Borrower, dated as of March 31, 2006 (as from time to time amended, restated, modified or supplemented, the "IP Security Agreement") in favor of the Agent.

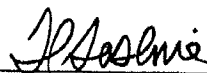
**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Company hereby agrees as follows:

1. Confirmation of Security Grant. The Company hereby irrevocably and unconditionally confirms that, pursuant to Section 2 of the IP Security Agreement, the Company has granted to the Agent, for the benefit of the Lenders, a continuing security interest in the Collateral (as defined in the IP Security Agreement), including the Patents, Trademarks and Licenses listed on Exhibit A.

[Signature Follows on Next Page]

IN WITNESS WHEREOF, the Company has caused this Confirmation to be signed by its authorized officer and duly attested the day and year first above written.

MONESSEN HEARTH SYSTEMS  
COMPANY



---

Name: Timothy A. Gosline  
Title: Vice President and Treasurer


[Signature Page to IP Confirmation]

TRADEMARK  
REEL: 003836 FRAME: 0495

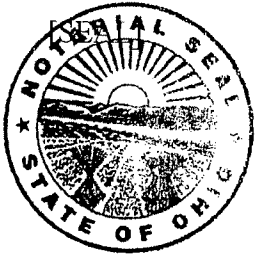
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO                    )  
  )        SS:  
COUNTY OF CUYAHOGA        )

On this, the 24th day of July, 2008, before me personally came Timothy A. Gosline, to me known, who, being duly sworn, did depose and state that he is the Vice President and Treasurer of Monessen Hearth Systems Company, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.

  
Notary Public

My commission expires: 1-7-09



**TONI T. KARDAMIS**  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Exp. 1/7/09

**Exhibit A**

**Updated Schedules to Borrower IP Security Agreement**

**Intellectual Property**

**Schedule A - Patents**

MONESSEN HEARTH SYSTEMS COMPANY U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS								
No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status ----- Expiration Date	Owner
1.	Direct-vent fireplace configurable for top venting or rear venting	US	10/669830	09/24/03	6910478	06/28/05	Issued 09/24/2023	Monessen Hearth Systems Company
2.	Direct-vent fireplace configurable for top venting or rear venting	Canada	2482222	09/21/04	----	----	Pending N/A	Monessen Hearth Systems Company
3.	Direct-vent fireplace configurable for top venting or rear venting	China	2004/ 10085112	09/23/04	1616889	05/18/05	Pending 09/23/2024	Monessen Hearth Systems Company
4.	Gas burner and fabrication method for same	US	09/167358	10/07/98	6045356	04/04/00	Issued 10/07/2018	Monessen Hearth Systems, Inc.
5.	Catalytic Fireplace Insert	US	09/040872	03/18/98	5934268	08/10/99	Issued Expires: 03/18/2018	Monessen Hearth Systems Company

MONESSEN HEARTH SYSTEMS COMPANY U.S. AND FOREIGN PATENTS AND PATENT APPLICATIONS								
No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status — Expiration Date	Owner
6.	Heating apparatus	US	09/036154	03/06/98	6026805	02/22/00	Issued  Expires: 02/22/2019	Monessen Hearth Systems, Inc.
7.	Row Crop Harvester	US	08/740643	10/31/96	5878561	03/09/99	Issued  Expires: 10/31/2016	Monessen Hearth Systems Company

CFM patents and patent applications

U.S. PATENTS AND PATENT APPLICATIONS

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	Retractable Light Assembly for a Barbeque	U.S.	11270772	11/09/05	--	--	Pending	CFM Corporation (Canada)
2.	Illuminated dial	U.S.	11270117	11/09/05	7222979	05/29/07	Issued	CFM Corporation (Canada)
3.	Wood burner with improved emissions	U.S.	11114663	04/26/05	7082942	08/01/06	Issued	CFM Corporation (Canada)
4.	Ultraviolet sterilization device	U.S.	10783387	06/04/04	7030391	04/18/06	Issued	CFM Corporation (Canada)

**TRADEMARK**

**REEL: 003836 FRAME: 0498**

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
5.	Wood burner with improved emissions	U.S.	10741770	12/19/03	6935333	08/30/05	Issued	CFM Corporation (Canada)
6.	Ultraviolet sterilization device	U.S.	10180172	06/26/02	6590217	07/08/03	Issued	CFM Corporation (Canada)
7.	Wood burner with improved emissions	U.S.	10120702	04/10/02	6705310	03/16/04	Issued	CFM Corporation (Canada)
8.	Unvented heating appliance having system for reducing undesirable comb	U.S.	09781766	02/21/01	6425390	07/30/02	Issued	CFM Corporation (Canada)
9.	Drafthood Adapter Assembly Particularly for Stoves and Fireplaces	U.S.	09710291	11/10/00	6543437	04/08/03	Issued	CFM Corporation (Canada)
10.	Decoratively aesthetic shepherd hook	U.S.	09608382	06/30/00	6588723	07/08/03	Issued	CFM Corporation (Canada)
11.	Fireplace with vertical or horizontal venting	U.S.	09483380	01/12/00	6295981	10/02/01	Issued	CFM Corporation (Canada)
12.	Water pitcher	U.S.	29112221	10/14/99	D439790	04/03/01	Issued	CFM Corporation (Canada)
13.	Gas burner for fireplace	U.S.	09208351	12/09/98	6036474	03/14/00	Issued	CFM Corporation (Canada)
14.	Direct vent gas appliance with vertical and horizontal venting	U.S.	09028695	02/24/98	5947113	09/07/99	Issued	CFM Corporation (Canada)

TRADEMARK

REEL: 003836 FRAME: 0499

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
15.	Fireplace having multi-zone heating control	U.S.	09005265	01/09/98	5983890	11/16/99	Issued	CFM Corporation (Canada)
16.	Demountable brackets	U.S.	08843568	04/18/97	5779063	07/14/98	Issued	CFM Corporation (Canada)
17.	Unvented heating appliance having system for reducing undesirable comb	U.S.	08821851	03/21/97	6216687	04/17/01	Issued	CFM Corporation (Canada)
18.	Induced draft fireplace	U.S.	08730576	10/15/96	5673683	10/07/97	Issued	CFM Corporation (Canada)
19.	Fireplace with ceramic fiber duct	U.S.	08573571	12/15/95	5701882	12/30/97	Issued	CFM Corporation (Canada)
20.	Adaptor for Installing Flue Liners to Direct Vent Fireplace Inserts	U.S.	08461431	06/05/95	5590641	01/07/97	Issued	CFM Corporation (Canada)
21.	Yard Stand For Hanging Baskets	U.S.	29039767	06/05/95	D379037	05/06/97	Issued	CFM Corporation (Canada)
22.	Water filter cartridge	U.S.	29036969	03/31/95	D370711	06/11/96	Issued	CFM Corporation (Canada)
23.	Clean face air circulating fireplace	U.S.	08394647	02/22/95	5626127	05/06/97	Issued	CFM Corporation (Canada)
24.	Thermally activated vent damper	U.S.	08389271	02/08/95	5695116	12/09/97	Issued	CFM Corporation (Canada)

TRADEMARK

REEL: 003836 FRAME: 0500



No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
25.	Fireplace with outer housing cooling system	U.S.	08377399	01/24/95	5617842	04/08/97	Issued	CFM Corporation (Canada)
26.	Direct vent wood burning fireplace	U.S.	08289927	08/12/94	5603312	02/18/97	Issued	CFM Corporation (Canada)
27.	Unvented gas log set	U.S.	29026468	07/28/94	D395079	06/09/98	Issued	CFM Corporation (Canada)
28.	Demountable firewood storage rack	U.S.	08279909	07/25/94	5651467	07/29/97	Issued	CFM Corporation (Canada)
29.	Gas burner system	U.S.	08121509	09/16/93	5392763	02/28/95	Issued	CFM Corporation (Canada)
30.	Direct vent gas appliance with vertical and horizontal venting	U.S.	08018051	02/16/93	5320086	06/14/94	Issued	CFM Corporation (Canada)
31.	Fireplace and method for cooling same	U.S.	08018039	02/16/93	5339797	08/23/94	Issued	CFM Corporation (Canada)
32.	Hood for Fireplace	U.S.	07978116	11/18/92	5313932	05/24/94	Issued	CFM Corporation (Canada)
33.	Thermally activated vent damper	U.S.	07807715	12/16/91	5186385	02/16/93	Issued	CFM Corporation (Canada)
34.	Modular fireplace assembly	U.S.	07703485	05/21/91	5249567	10/05/93	Issued	CFM Corporation (Canada)

TRADEMARK

REEL: 003836 FRAME: 0501

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
35.	Fireplace top wall assembly and cooling system	U.S.	07552255	07/12/90	5016613	05/21/91	Issued	CFM Corporation (Canada)
36.	Low pressure drop fireplace heat exchanger	U.S.	07551199	07/11/90	5062411	11/05/91	Issued	CFM Corporation (Canada)
37.	Method and apparatus for producing a yellow flame within a fireplace	U.S.	07551504	07/11/90	5114336	05/19/92	Issued	CFM Corporation (Canada)
38.	Thermally activated vent damper	U.S.	07550380	07/10/90	5082172	01/21/92	Issued	CFM Corporation (Canada)
39.	Yellow flame gas fireplace burner assembly	U.S.	07550116	07/09/90	5081981	01/21/92	Issued	CFM Corporation (Canada)
40.	Method and apparatus for burning gas in the combustion chamber of a fireplace	U.S.	07464168	01/12/90	4976253	12/11/90	Issued	CFM Corporation (Canada)
41.	Fireplace having chimney construction including cold air barrier	U.S.	07295128	01/09/89	4878481	11/07/89	Issued	CFM Corporation (Canada)
42.	Fireplace natural gas and propane burner assembly	U.S.	07228474	08/05/88	4838241	06/13/89	Issued	CFM Corporation (Canada)
43.	Direct top venting high efficiency fireplace	U.S.	07331839	04/03/89	4909227	03/20/90	Issued	CFM Corporation
44.	Fireplace flue ambient noise reducing device	U.S.	07252983	10/04/88	4862993	09/05/89	Issued	CFM Corporation
45.	Method and adaptor for installing flue liner to a fireplace insert	U.S.	07237067	08/29/88	4924850	05/15/90	Issued	CFM Corporation

TRADEMARK

REEL: 003836 FRAME: 0502

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
46.	Gas fireplace artificial log assembly	U.S.	09641824	08/17/00	6390808	05/21/02	Issued	CFM U.S. Corporation
47.	Direct vent fireplace construction	U.S.	09456970	12/07/99	6138667	10/31/00	Issued	CFM U.S. Corporation
48.	Gas fireplace insert	U.S.	09290908	04/12/99	6116232	09/12/00	Issued	CFM U.S. Corporation
49.	Vented fireplace construction	U.S.	09181410	10/28/98	6029654	02/29/00	Issued	CFM U.S. Corporation
50.	Unvented fireplace construction	U.S.	08787794	01/23/97	5901701	05/11/99	Issued	CFM U.S. Corporation
51.	Adjustable plant holder	U.S.	29071323	05/27/97	D393159	04/07/98	Issued	CFM U.S. Corporation
52.	Adjustable plant holder	U.S.	29043856	09/13/95	D383916	09/23/97	Issued	CFM U.S. Corporation
53.	Plant holder	U.S.	29010849	07/19/93	D352674	11/22/94	Issued	CFM U.S. Corporation
54.	Portable heater	U.S.	10189704	07/03/02	6843244	01/18/05	Issued	CFM U.S. Corporation
55.	Heartmount shell for a heating appliance	U.S.	29052748	04/03/96	D408072	04/13/99	Issued	CFM U.S. Corporation
56.	Freestanding heating appliance	U.S.	29052533	04/03/96	D382337	08/12/97	Issued	CFM U.S. Corporation
57.	Zero clearance fireplace	U.S.	29038784	03/23/95	D371835	07/16/96	Issued	CFM U.S. Corporation
58.	Gas Burner for Use with Artificial Logs	U.S.	08270163	07/01/94	5571008	11/05/96	Issued	CFM U.S. Corporation
59.	Gas log fireplace with high heat output	U.S.	07681868	04/05/91	5092313	03/03/92	Issued	CFM U.S. Corporation

TRADEMARK

REEL: 003836 FRAME: 0503

**FOREIGN PATENTS AND PATENT APPLICATIONS (EXCLUDING CANADA)**

No.	Title	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
1.	Electric fireplace	EPO	EP2000-0300267	01/14/00	1020685	03/31/04	Issued	CFM Corporation (Canada)
2.	Electric fireplace	Germany	EP2000-0300267	01/14/00	60009358	05/06/04	Issued	CFM Corporation (Canada)
3.	Fireplace having multi-zone heating control	Norway	NO1999-0000051	01/07/99	NO319979 B	10/10/05	Issued	Canadian Gas Research Inst
4.	Ultraviolet sterilization device	EPO	EP2005-0250944	02/18/05	1602628 (pub. no.)	12/07/05 (pub. date)	Published	CFM Corporation (Canada)
5.	Wood and coal burning stove	Benelux	04190-01	Not provided	16898-01	Not provided	Not provided	CFM Corporation

**CFM CORPORATION & RELATED ENTITIES  
CANADIAN PATENTS**

No.	Patent Title	App. No./ Reg. No.	Filing Date	Issue Date	Status	Owner
1.	Heat activated air shutter for fireplace and related methods	2,580,986	March 5, 2007	--	Pending	CFM Corporation
2.	Retractable light assembly for a barbecue	2,565,374	October 23, 2006	--	Pending	CFM Corporation
3.	Illuminated dial	2,565,575	October 25, 2006	--	Pending	CFM Corporation
4.	Apparatus and method for simulation of combustion	2,552,708	July 19, 2006	--	Pending	CFM Corporation

**TRADEMARK**

**REEL: 003836 FRAME: 0504**

No.	Patent Title	Appl. No./ Reg. No.	Filing Date	Issue Date	Status	Owner
	effects in a fireplace					
5.	Vent lock	2,552,496	July 19, 2006	--	Pending	CFM Corporation
6.	Heat activated air shutter for fireplace	2,552,492	July 19, 2006	--	Pending	CFM Corporation
7.	Fireplace assemblies with antireflective screens	2,532,616	January 12, 2006	--	Pending	CFM Corporation
8.	Ultraviolet sterilization device	2,497,599	February 18, 2005	--	Pending	CFM Corporation
9.	Electric fire assembly	2,406,557	October 4, 2002	February 19, 2008	Issued	CFM Corporation
10.	Ultraviolet sterilization device	2,397,505	August 12, 2002	November 8, 2005	Issued	CFM Corporation
11.	Drafthood adapter assembly particularly for stoves and fireplaces	2,350,619	June 14, 2001	--	Pending	CFM Corporation
12.	Fireplace with vertical or horizontal venting	2,295,266	January 12, 2000	March 29, 2005	Issued	CFM Corporation
13.	Electric fireplace	2,295,459	January 11, 2000	March 11, 2008	Issued	CFM Corporation
14.	Gas burner for fireplace	2,255,305	December 8, 1998	July 11, 2006	Issued	CFM Corporation
15.	Fireplace with outer housing cooling system	2,166,943	January 10, 1996	December 26, 2000	Issued	CFM Corporation
16.	Clean face air circulating fireplace	2,166,513	January 3, 1996	January 2, 2001	Issued	CFM Corporation
17.	Adaptor for installing flue liner to direct vent fireplace inserts	2,150,962	June 5, 1995	January 19, 1999	Issued	CFM Corporation
18.	Direct vent gas appliance with vertical and horizontal venting	2,115,788	February 16, 1994	January 19, 1999	Issued	CFM Corporation
19.	Fireplace and method for cooling same	2,114,405	January 27, 1994	April 14, 1998	Issued	CFM Corporation

TRADEMARK

REEL: 003836 FRAME: 0505

No.	Patent Title	Appl. No./ Reg. No.	Filing Date	Issue Date	Status	Owner
20.	Hood for fireplace	2,082,791	November 12, 1992	April 13, 1999	Issued	CFM Corporation
21.	Thermally activated vent damper	2,046,471	July 8, 1991	November 12, 1996	Issued	CFM Corporation
22.	Fireplace natural gas and propane burner assembly	1,301,627	August 2, 1988	May 26, 1992	Issued	CFM Corporation
23.	Direct top venting high efficiency fireplace	1,295,899	March 31, 1989	February 18, 1992	Issued	CFM Corporation
24.	Fireplace flue ambient noise reducing device	1,277,604	September 30, 1988	December 11, 1990	Issued	CFM Corporation
25.	Method and adaptor for installing flue liner to fireplace insert	1,281,249	August 25, 1988	March 12, 1991	Issued	CFM Corporation
26.	Portable heater	2,432,714	June 18, 2003	December 12, 2006	Issued	CFM-RMC International, a trade- name of Vermont Castings Majestic*
27.	Miniature patio heater	2,357,447	September 14, 2001	--	Pending	CFM-RMC International*

\* Change of name to be filed by Goodman to change name to CFM U.S. Corporation

TRADEMARK

REEL: 003836 FRAME: 0506

Schedule B - Trademarks

MONESEN HEARTH SYSTEMS COMPANY U.S. TRADEMARKS AND TRADEMARK APPLICATIONS							
No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status Expiration Date	Owner
1.	AMBIENT TECHNOLOGIES	76/344927	12/04/01	2848204	06/01/04	Registered Expires: 06/01/14	Monessen Hearth Systems Company
2.	BORN TO BURN	76/400978	04/26/02	2983524	08/09/05	Registered Expires: 08/09/15	Monessen Hearth Systems Company
3.	LEXFIRE BURN SYSTEM	76/400979	04/26/02	3059257	02/14/06	Registered Expires: 02/14/16	Monessen Hearth Systems Company
4.	LEXINGTON FORGE	76/400980	04/26/02	2841064	05/11/04	Registered Expires: 05/11/14	Monessen Hearth Systems Company
5.	MARTIN	73/206000	03/05/79	1162615	07/28/81	Registered Renewed 12/14/01 Expires: 12/14/11	Monessen Hearth Systems Company

**MONESSEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>No.</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b> ----- <b>Expiration Date</b>	<b>Owner</b>
6.	MAXIHEARTH	75/055806	02/09/96	2234594	03/23/99	Registered Expires: 03/23/09	Monessen Hearth Systems Company
7.	MI [design]	73/268420	06/30/80	1193112	04/06/82	Registered Renewed 06/10/02 Expires: 06/10/12	Monessen Hearth Systems Company
8.	MI MARTIN INDUSTRIES	73/194729	11/27/78	1130788	02/12/80	Registered Renewed 08/24/00 Expires: 08/24/10	Monessen Hearth Systems Company
9.	PRIME HEAT	76/600748	09/13/05	3405872	4/01/08	Registered Expires: 4/1/18	Monessen Hearth Systems Company
10.	QUADRA-THERM	73/241849	12/07/79	1173069	10/13/81	Registered Renewed 08/14/02 Expires: 08/14/12	Monessen Hearth Systems Company



**MONESSEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>No.</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status ----- Expiration Date</b>	<b>Owner</b>
11.	SPLENDOR GLOW	76/341853	11/19/01	2776471	10/21/03	Registered Expires: 10/21/13	Monessen Hearth Systems Company
12.	THE LEXINGTON FIREPLACE	76/401091	04/26/02	2830576	04/06/04	Registered Expires: 04/06/14	Monessen Hearth Systems Company
13.	TOUCH LIGHT	76/540209	08/26/03	2990105	08/30/05	Registered Expires: 08/30/15	Monessen Hearth Systems Company
14.	TRIPLE PLAY BURNER SYSTEM	76/653222	01/10/06	----	----	Pending Expires: N/A	Monessen Hearth Systems Company
15.	WARM MORNING	73/295362	02/02/81	1187536	01/26/82	Registered Renewed 10/22/02 Expires: 10/22/12	Monessen Hearth Systems Company
16.	SIGNATURE COMMAND	76/678668	6/27/07	----	----	Pending	Monessen Hearth Systems Company

**MONESSEN HEARTH SYSTEMS COMPANY  
U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status ----- Expiration Date	Owner
17.	NATURAL BLAZE	77/379318	1/24/08	----	----	Pending	Monessen Hearth Systems Company

MONESSEN HEARTH SYSTEMS COMPANY FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS								
No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	AMBIENT TECHNOLOGIES	Canada	1128676	01/21/02	TMA631507	01/28/05 Expires: 01/28/15	Issued	Monessen Hearth Systems Company

TRADEMARKS

CFM CORPORATION & RELATED ENTITIES

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	[Design only]	73722081	04/13/88	1615588	10/02/90	Registered	CFM Corporation (Canada Corp.)
2.	AMERICAN DREAM	78618338	04/27/05	3097796	05/30/06	Registered	CFM Corporation (Canada Corp.)
3.	ASPEN	76113904	08/22/00	2549415	03/19/02	Registered	CFM Corporation (Canada Corp.)
4.	BRILLIANCE	74291717	07/01/92	1756868	03/09/93	Registered Renewed	CFM Corporation (Canada Corp.)

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
5.	CFM	78715987	09/19/05	3382961	02/12/08	Registered	CFM Corporation (Canada Corp.)
6.	CFM MAJESTIC INC.	76050325	05/15/00	2539482	02/19/02	Registered	CFM Corporation (Canada Corp.)
7.	CHATEAU	76501610	03/28/03	3109675	06/27/06	Registered	CFM Corporation (Canada Corp.)
8.	DEFIANT	73089266	06/03/76	1082393	01/17/78	Registered	CFM Corporation (Canada Corp.)
9.	DUTCHWEST	75053521	02/05/96	2052289	04/15/97	Registered Renewed	CFM Corporation (Canada Corp.)
10.	ENCORE	76114356	08/22/00	2575464	06/04/02	Registered	CFM Corporation (Canada Corp.)
11.	EVERBURN	78546897	01/13/05	3113047	07/04/06	Registered	CFM Corporation (Canada Corp.)
12.	FIRE-B-Q	72209937	01/14/65	0799520	11/30/65	Registered Renewed	CFM Corporation (Canada Corp.)
13.	INSTA FLAME BY MAJESTIC	76050327	05/15/00	2558008	04/09/02	Registered	CFM Corporation (Canada Corp.)
14.	INTREPID	73237544	11/01/79	1173064	10/13/81	Registered Renewed	CFM Corporation (Canada Corp.)

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
15.	M MAJESTIC FIREPLACES	78828357	03/03/06	----	----	Pending	CFM Corporation (Canada Corp.)
16.	MAJESTIC	72080434	08/28/59	0700363	07/05/60	Registered Renewed	CFM Corporation (Canada Corp.)
17.	MAJESTIC	73789633	03/27/89	1586638	03/13/90	Registered Renewed	CFM Corporation (Canada Corp.)
18.	NF NORTHERN FLAME	76050328	05/15/00	2606572	08/13/02	Registered	CFM Corporation (Canada Corp.)
19.	NF NORTHERN FLAME GAS FIREPLACES	76050326	05/15/00	2551887	03/26/02	Registered	CFM Corporation (Canada Corp.)
20.	PATIOCARE	75727084	06/11/99	2976362	07/26/05	Registered	CFM Corporation (Canada Corp.)
21.	PET PARTNER	76348410	12/31/01	3067018	03/14/06	Registered	CFM Corporation (Canada Corp.)
22.	PINNACLE	76114359	08/22/00	2708374	04/22/03	Registered	CFM Corporation (Canada Corp.)
23.	PURIFLAME	76043286	05/08/00	2713982	05/06/03	Registered	CFM Corporation (Canada Corp.)
24.	RADIANCE	76114358	08/22/00	2904045	11/23/04	Registered	CFM Corporation (Canada Corp.)

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
25.	RESOLUTE	73237542	11/01/79	1170060	09/22/81	Registered Renewed	CFM Corporation (Canada Corp.)
26.	RESOLUTE ACCLAIM	73808313	06/22/89	1592899	04/24/90	Registered Renewed	CFM Corporation (Canada Corp.)
27.	SEQUOIA	73808311	06/22/89	1600662	06/12/90	Registered Renewed	CFM Corporation (Canada Corp.)
28.	STARDANCE	76113774	08/22/00	2587489	07/02/02	Registered	CFM Corporation (Canada Corp.)
29.	SUPERHEARTH	73662640	05/26/87	1506999	10/04/88	Registered	CFM Corporation (Canada Corp.)
30.	TAG A LONG	76499608	03/21/03	2812701	02/10/04	Registered	CFM Corporation (Canada Corp.)
31.	THE FIRESIDE ADVISOR	73808312	06/22/89	1580080	01/30/90	Registered Renewed	CFM Corporation (Canada Corp.)
32.	THE LOOK AND FEEL OF A REAL WOOD FIRE	76034471	04/25/00	2670511	12/31/02	Registered	CFM Corporation (Canada Corp.)
33.	VERMONT CASTINGS	76312517	09/14/01	2769860	09/30/03	Registered	CFM Corporation (Canada Corp.)
34.	VERMONT CASTINGS	76312240	09/14/01	2769858	09/30/03	Registered	CFM Corporation (Canada Corp.)

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
35.	VERMONT CASTINGS	73434766	07/15/83	1323976	03/12/85	Registered Renewed	CFM Corporation (Canada Corp.)
36.	VERMONT CASTINGS	73315222	06/18/81	1252241	09/27/83	Registered Renewed	CFM Corporation (Canada Corp.)
37.	VICTORIAN GARDEN COLLECTION	76211178	02/16/01	2753758	08/19/03	Registered	CFM Corporation (Canada Corp.)
38.	VIGILANT	73133239	07/08/77	1084653	02/07/78	Registered Renewed	CFM Corporation (Canada Corp.)
39.	WARM MAJIC	73789631	03/27/89	1589853	04/03/90	Registered Renewed	CFM Corporation (Canada Corp.)
40.	WINTERWARM	73808314	06/22/89	1582443	02/13/90	Registered Renewed	CFM Corporation (Canada Corp.)
41.	WONDERFIRE	74561440	08/14/94	1913197	08/22/95	Registered Renewed	CFM Corporation (Canada Corp.)
42.	PYRO MASTER	73326238	09/01/81	1208425	09/14/82	Registered Renewed	CFM Corporation, (Canada)*
43.	TEMCO	71432013	05/16/40	0381703	10/01/40	Registered Renewed	CFM U.S. Corporation, (Canada)
44.	TEMCO	73160263	02/27/78	1102056	09/12/78	Registered Renewed	CFM U.S. Corporation, (Canada)

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
45.	DSD	73668209	06/23/87	1509246	10/18/88	Registered	CFM U.S. Corporation (Canada)

**CFM CORPORATION & RELATED ENTITIES**  
**FOREIGN TRADEMARKS (EXCLUDING CANADA)**

No.	Mark	Country	Serial Number	Appl. Date	Reg. No	Reg. Date	Status	Owner
1.	INTREPID	Australia	380924	09/13/82	380924	09/13/82	Registered	CFM Corporation
2.	RESOLUTE	Australia	371282	02/08/82	371282	02/08/82	Registered	CFM Corporation
3.	DEFIANT ENCORE	Australia	467667	06/25/87	467667	06/25/87	Registered	CFM Corporation
4.	DEFIANT	Benelux	45924	08/21/81	376619	05/14/82	Registered Renewed	CFM Corporation
5.	INTREPID	Benelux	47593	09/17/82	383739	09/17/82	Registered Renewed	CFM Corporation
6.	RESOLUTE	Benelux	45923	08/21/81	376618	05/14/82	Registered Renewed	CFM Corporation
7.	VERMONT LOGO	Benelux	848824	05/24/95	576965	05/24/95	Registered Renewed	CFM Corporation
8.	VIGILANT	Benelux	45925	08/21/81	376620	5/14/82	Registered Renewed	CFM Corporation
9.	DEFIANT	Denmark	1981- 2844VA	07/08/81	1982-0453VR	01/29/82	Registered Renewed	CFM Corporation
10.	INTREPID	Denmark	1982- 3596VA	8/11/82	1983-1204	04/22/83	Registered Renewed	CFM Corporation



No.	Mark	Country	Serial Number	Appl. Date	Reg. No	Reg. Date	Status	Owner
11.	RESOLUTE	Denmark	1981-2845VA	07/08/81	1982-0465	01/29/82	Registered Renewed	CFM Corporation
12.	VIGILANT	Denmark	1981-2846VA	07/08/81	1982-0472VR	01/29/82	Registered Renewed	CFM Corporation
13.	DEFIANT	Europe	2927382	11/11/02	2927382	03/11/04	Registered	CFM Corporation
14.	RESOLUTE	Europe	2104644	02/26/01	2104644	11/06/03	Registered	CFM Corporation
15.	VIGILANT	Europe	2105856	02/26/01	21058563/7/03	03/07/03	Registered	CFM Corporation
16.	VITAPUR	Europe	2430932	10/29/01	2430932	12/12/02	Registered	CFM Majestic Inc.
17.	RESOLUTE	France	INPI284775	05/07/91	1660783	10/04/91	Registered	CFM Corporation
18.	VIGILANT	France	INPI284776	05/07/91	1660784	10/04/91	Registered	CFM Corporation
19.	DEFIANT	France	INPI284777	05/07/91	1660785	10/04/91	Registered Renewed	CFM Corporation
20.	INTREPID	France	INPI639816	09/14/82	1212896	02/04/83	Registered Renewed	CFM Corporation
21.	VERMONT LOGO	France	95/573613	05/23/95	95/573613	11/17/95	Registered Renewed	CFM U.S. Corporation
22.	DEFIANT ENCORE	France	INPI864865	07/02/87	1416378	12/18/87	Registered Renewed	CFM Corporation
23.	DEFIANT	Germany	V-17603-11WZ	06/30/81	1028037	01/20/82	Registered Renewed	CFM Corporation
24.	RESOLUTE	Germany	V-17605-11WZ	006/30/81	1028038	01/20/82	Registered Renewed	CFM Corporation

No.	Mark	Country	Serial Number	Appl. Date	Reg. No	Reg. Date	Status	Owner
25.	VERMONT LOGO	Germany	39521989.2	05/24/95	39521989	07/18/96	Registered Renewed	CFM Corporation
26.	INTREPID	Germany	V-18100-11WZ	08/09/82	1044226	02/02/83	Registered Renewed	CFM Corporation
27.	DEFIANT	Ireland	97466	02/18/81	97466	12/16/81	Registered Renewed	CFM Corporation
28.	RESOLUTE	Ireland	104529	02/20/81	104529	05/04/83	Registered Renewed	CFM Corporation
29.	VIGILANT	Ireland	97465	02/20/81	97465	12/16/81	Registered Renewed	CFM Corporation
30.	VERMONT LOGO	Italy	177 95 VI (original appl. no.) 320 2005 VI (renewal appl. no.)	5/26/95 (original appl. date) 05/31/05 (renewal appl. date)	738978	01/21/98	Registered Renewed	Vermont Castings, Inc.**
31.	INTREPID	Japan	S57-087566	10/05/82	1713466	09/26/84	Registered Renewed	CFM Corporation
32.	MAJESTIC & CROWN DESIGN	Japan	54-49362	07/02/79	1546362	10/27/82	Registered Renewed	Majco Building Specialties, L.P.**
33.	MAJESTIC & CROWN DESIGN	Japan	54-49361	07/02/79	1573786	03/28/83	Registered Renewed	Majco Building Specialties, L.P.**
34.	VERMONT CASTINGS	Japan	H03-072628	07/10/91	2636511	03/31/94	Registered Renewed	CFM Corporation

No.	Mark	Country	Serial Number	Appl. Date	Reg. No	Reg. Date	Status	Owner
35.	DEFIANT	Norway	19811799	07/03/81	112011	09/09/82	Registered Renewed	CFM Corporation
36.	INTREPID	Norway	19822344	08/09/82	116004	03/15/84	Registered Renewed	CFM Corporation
37.	DEFIENT ENCORE	Norway	19872586	06/25/87	134270	11/17/88	Registered	Vermont Castings, Inc. **
38.	VERMONT LOGO	Spain	1969982M4	06/08/95	1969982M4	12/05/95	Registered Renewed	CFM Corporation
39.	DEFIANT	Sweden	1981-3421	06/30/81	179280	12/04/81	Registered Renewed	CFM Corporation
40.	INTREPID	Sweden	198204626	08/06/82	185181	02/04/83	Registered Renewed	CFM Corporation
41.	RESOLUTE	Sweden	1981-3420	06/30/81	179279	12/04/81	Registered Renewed	CFM Corporation
42.	VIGILANT	Sweden	1981-3419	06/30/81	179378	12/11/81	Registered Renewed	CFM Corporation
43.	DEFIENT ENCORE	Sweden	1987-05072	06/30/87	212189	09/23/89	Registered	Vermont Castings, Inc. **
44.	DEFIANT	Switzerland	1983-1522	03/11/83	P326454	11/14/83	Registered Renewed	CFM Corporation
45.	INTREPID	Switzerland	1983-1523	03/11/83	P326455	11/14/83	Registered Renewed	CFM Corporation
46.	CFM DESIGN	UK	2404126	10/17/05	2404126	03/09/07	Registered	CFM Corporation
47.	VERMONT CASTINGS	UK	2279632	09/03/01	2279632	12/09/05	Registered	CFM Corporation

No.	Mark	Country	Serial Number	Appl. Date	Reg. No.	Reg. Date	Status	Owner
48.	VERMONT CASTINGS & DESIGN	UK	2279634	09/03/01	2279634	11/12/04	Registered	CFM Corporation
49.	DEFIANT	UK	1154231	05/18/81	1154231	03/09/83	Registered Renewed	CFM Corporation
50.	INTREPID	UK	1180063	08/11/82	1180063	02/15/84	Registered Renewed	Vermont Castings, Inc. **
51.	RESOLUTE	UK	1154232	05/18/81	1154232	09/21/83	Registered Renewed	CFM Corporation
52.	VERMONT & DEVICE VERMONT LOGO	UK	2043044	10/31/95	2043044	09/20/96	Registered Renewed	CFM Corporation
53.	VIGILANT	UK	1154233	05/18/81	1154233	06/26/85	Registered Renewed	CFM Corporation

\*\*In the process of changing Vermont Castings Inc. to CFM U.S. Corporation by 7/23/08.

**CFM CORPORATION & RELATED ENTITIES**  
**CANADIAN TRADEMARKS**

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	ANCHOR & DESIGN	0745153	01/14/1994	TMA440349	03/10/1995	Registered	CFM Corporation
2.	ASPEN	1047622	2000-02-22	TMA558681	03/01/2002	Registered	CFM Corporation
3.	BRILLIANCE	1047631	2000-02-22	TMA552582	10/18/2001	Registered	CFM Corporation
4.	CFM & DESIGN	0587198	03/07/1987	TMA341826	06/17/1998	Registered	CFM Corporation
5.	CFM & DESIGN	1275909	10/17/2005	----	----	Pending	CFM Corporation

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
6.	CFM MAJESTIC INC. & DESIGN	0807254	03/15/1996	TMA520343	12/06/1999	Registered	CFM Corporation
7.	CHATEAU	1172352	03/24/2003	TMA614000	07/02/2004	Registered	CFM Corporation
8.	DEFIANT	0474914	09/02/1981	TMA269801	06/04/1982	Registered	CFM Corporation
9.	DUTCHWEST	1047658	02/22/2000	TMA551837	10/03/2001	Registered	CFM Corporation
10.	ELECTRIC & DESIGN	1109677	07/17/2001	TMA615649	07/23/2004	Registered	CFM Corporation
11.	ENCORE	1047627	02/22/2000	TMA552306	10/11/2001	Registered	CFM Corporation
12.	EVERBURN	1244013	01/12/2005	TMA706277	02/01/2008	Registered	CFM Corporation
13.	INSTA-FLAME & DESIGN	0587199	07/03/1987	TMA440216	03/10/1995	Registered	CFM Corporation
14.	INSTA-FLAME & DESIGN	0799692	12/13/1995	TMA520135	11/30/1999	Registered	CFM Corporation
15.	INSTA-FLAME BY MAJESTIC & DESIGN	0807256	03/15/1996	TMA523127	02/15/2000	Registered	CFM Corporation
16.	INSTA-FLAME INC. & DESIGN	0606061	05/03/1988	TMA438586	02/03/1995	Registered	CFM Corporation
17.	INTREPID	0490392	08/04/1982	TMA281025	06/30/1983	Registered	CFM Corporation
18.	MAJESTIC	0357054	09/15/1972	TMA191322	05/25/1973	Registered	CFM Corporation
19.	MAJESTIC FIREPLACES & M DESIGN	1292385	03/03/2006	----	----	Pending	CFM Corporation
20.	MARINE MASTER	0745186	01/14/1994	TMA471919	03/04/1997	Registered	CFM Corporation
21.	NF NORTHERN FLAME GAS FIREPLACES & DESIGN	0853252	08/11/1997	TMA520270	12/03/1999	Registered	CFM Corporation

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
22.	NORTHERN FLAME & DESIGN	0679669	04/10/1991	TMA411140	04/16/1993	Registered	CFM Corporation
23.	PATIOCARE	099319	12/11/1998	TMA587432	08/19/2003	Registered	CFM Corporation
24.	PET PARTNER	1122803	11/20/2001	TMA604691	03/10/2004	Registered	CFM Corporation
25.	PET'S OWN	1140139	05/08/2002	TMA597645	12/16/2003	Registered	CFM Corporation
26.	PINNACLE	1047628	02/22/2000	TMA552584	10/18/2001	Registered	CFM Corporation
27.	RADIANCE	1047629	02/22/2000	TMA584699	07/08/2003	Registered	CFM Corporation
28.	RESOLUTE	0474912	09/02/1981	TMA272105	08/27/1982	Registered	CFM Corporation
29.	RESOLUTE ACCLAIM	1047620	02/22/2000	TMA552307	10/11/2001	Registered	CFM Corporation
30.	STARDANCE	1047630	02/22/2000	TMA552583	10/18/2001	Registered	CFM Corporation
31.	TEMCO	0425690	06/05/1978	TMA238147	12/14/1979	Registered	CFM Corporation
32.	THE CFM MAJESTIC PRODUCTS COMPANY & DESIGN	0807255	03/15/1996	TMA526971	04/25/2000	Registered	CFM Corporation
33.	THE FIRESIDE ADVISOR	1047671	02/22/2000	TMA551998	10/05/2001	Registered	CFM Corporation
34.	THE MAJESTIC PRODUCTS COMPANY & DESIGN	0807253	03/15/1996	TMA523494	02/22/2000	Registered	CFM Corporation
35.	VERMONT CASTINGS	1115701	09/17/2001	TMA615848	07/27/2004	Registered	CFM Corporation
36.	VERMONT CASTINGS	1054997	04/13/2000	TMA596586	12/04/2003	Registered	CFM Corporation
37.	VERMONT CASTINGS & DESIGN	1115702	09/17/2001	TMA615753	07/27/2004	Registered	CFM Corporation

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
38.	VERMONT CASTINGS & DESIGN	1292386	03/03/2006	----	----	Pending	CFM Corporation
39.	VIGILANT	0474913	09/02/1981	TMA269800	06/04/1982	Registered	CFM Corporation
40.	WINTERWARM	1047621	02/22/2000	TMA552555	10/17/2001	Registered	CFM Corporation
41.	WONDERFIRE	0726533	04/06/1993	TMA438097	01/20/1995	Registered	CFM Corporation

**Schedule C - Licenses**

<b>MONESSEN HEARTH SYSTEMS COMPANY COPYRIGHT LICENSES</b>			
<b>License Agreement</b>	<b>Date</b>	<b>Licensed Material</b>	<b>Term of License</b>
License Agreement and Release between Monessen Hearth Systems Company and John Risse	09/16/03	41 professional photographs of fireplaces, hearths and heating appliances	4 years (expiring 09/15/07)