

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DESA IP, LLC		03/23/2009	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	FMI PRODUCTS, LLC		
Street Address:	2701 South Harbor Boulevard		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92704		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3193492	FMI FIREPLACES FOR BUILDERS	
CORRESPONDENCE DATA			
Fax Number: (213)243-4199			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 213-243-4208			
Email: trademarkdocketing@aporter.com,diane.lambillotte@aporter.com,diane.gregor@aporter.com			
Correspondent Name: Diane M. Lambillotte			
Address Line 1: 777 South Flower Street			
Address Line 2: 44th Floor			
Address Line 4: Los Angeles, CALIFORNIA 90017			
ATTORNEY DOCKET NUMBER:	19346.004		

CH \$40.00 3193492

NAME OF SUBMITTER:	Diane M. Lambillotte
Signature:	/diane m. lambillotte/
Date:	03/24/2009
Total Attachments: 2 source=FMI FIREPLACES FOR BUILDERS TM Assignment#page1.tif source=FMI FIREPLACES FOR BUILDERS TM Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Trademark Assignment**") is executed and delivered as of March 23, 2009 by DESA IP, LLC, as a debtor and debtor-in-possession ("**Assignor**") in that certain jointly administered bankruptcy case, In re: DHP Holdings II Corporation, No. 08-13422, in the United States Bankruptcy Court for the District of Delaware (the "**Case**") in favor of FMI Products, LLC, a California limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of the registration for the mark FMI FIREPLACES FOR BUILDERS (the "**Mark**"), Registration No. 3,193,492, registered on the Principal Register of the United States Patent and Trademark Office, filed on January 2, 2007 (the "**Registration**"); and

WHEREAS, Assignors and other entities (collectively, the "**Sellers**"), on the one hand, and Assignee, on the other hand, have entered into an Asset Purchase Agreement dated February 11, 2009, as modified and amended by Amendment No. 1 to Asset Purchase Agreement dated March 3, 2009 and by Amendment No. 2 to Asset Purchase Agreement dated March 18, 2009 (collectively, the "**Agreement**") under the terms of which Agreement Sellers have agreed to sell and Assignee has agreed to purchase certain assets of certain of the debtors in the Case, including the Mark and the Registration together with the goodwill of the business symbolized by and association with the Mark, free and clear of all liens, claims, interests, and encumbrances to the extent provided in the Sale Order (as defined in the Agreement); and

WHEREAS, on March 23, 2009, the court in the Case entered the Sale Order; and

WHEREAS, Assignee has paid all consideration due in respect of such purchase and has satisfied all conditions precedent to the assignment of the Mark and the Registration to Assignee;

NOW, THEREFORE, in consideration of the payment of the purchase price under the Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignors hereby transfer and assign to Assignee, all of such Assignors' right, title and interest, if any, in and to the Mark, including all common law rights in the United States and Canada, together with the Registration, the goodwill of that portion of Assignor's business symbolized by and associated with the Mark and the Registration, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Mark or the Registration or such associated goodwill, to have and to hold in perpetuity, free and clear of all liens, claims, interests, and encumbrances to the extent provided in the Sale Order.

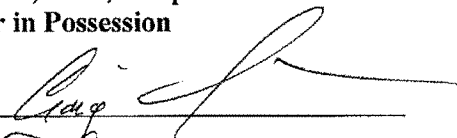
Subject to the limitations on Assignor's further assurance obligations set forth in Section 9.10 of the Agreement, each Assignor shall take all such other and further actions, and execute, acknowledge, deliver, record, and perform all such other instruments as Assignee shall reasonably request to give effect to the foregoing assignment and transfer or to otherwise acknowledge, evidence and perfect Assignee's ownership of the Mark and the Registration and all rights associated therewith.

Notwithstanding anything to the contrary herein, the parties comprising Assignor are executing and delivering this Assignment in accordance with and subject to all of the terms and

provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement and the acknowledgment and disclaimer set forth in Section 7 thereof).

IN WITNESS WHEREOF, Assignor has executed and delivered this Trademark Assignment as of the date first above written:

DESA IP, LLC, Chapter 11 Debtor and Debtor in Possession

By: 

Name: Craig S. Deau

Title: CEO