

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DESA IP, LLC		03/23/2009	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FMI PRODUCTS, LLC		
<b>Street Address:</b>	2701 South Harbor Boulevard		
<b>City:</b>	Santa Ana		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92704		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78940929	MOSAIC MASONRY	
<b>CORRESPONDENCE DATA</b>			
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			
<b>Correspondent Name:</b> Diane M. Lambillotte			
<b>Address Line 1:</b> 777 South Figueroa Street			
<b>Address Line 2:</b> 44th Floor			
<b>Address Line 4:</b> Los Angeles, CALIFORNIA 90017			
<b>ATTORNEY DOCKET NUMBER:</b>	19346.004		

CH \$40.00 78940929

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

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Trademark Assignment**”) is executed and delivered as of March 23, 2009 by DESA IP, LLC (“**Assignor**”), as a debtor and debtor-in-possession 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 has adopted, owns and/or has a *bona fide* intent to use the mark MOSAIC MASONRY (the “**Mark**”) in connection with various goods and/or services; and

WHEREAS, Assignor has applied to register the Mark on the Principal Register of the United States Patent and Trademark Office based on Assignor’s *bona fide* intent to use the Mark in commerce in connection with the goods and/or services identified therein, as Serial No. 78/940929, filed on July 31, 2006 (the “**Application**”); 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, the pending Application and the business of Assignor with which Assignor has a *bona fide* intent to use the Mark and the Application, 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 Application 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 and the Application, including all common law rights in the United States and Canada, together with that portion of Assignor’s business in connection with which it has a *bona fide* intent to use the Mark, and the goodwill of that portion of Assignor’s business symbolized by and associated with the Mark and the Application, along with 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 Application 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 Application 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. Deuca

Title: CEO