

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enerco Group, Inc.		02/26/2010	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	1965 E. 6th Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1623523	ENERCO	
<b>Registration Number:</b>	2853731	ENERRADIANT	
<b>Registration Number:</b>	1404800	THE ORIGINAL MR. HEATER	
<b>Registration Number:</b>	1292076		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)464-1737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614.559.7282		
<b>Email:</b>	squimby@fbtlaw.com		
<b>Correspondent Name:</b>	Samantha M. Quimby		
<b>Address Line 1:</b>	10 West Broad Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Samantha M. Quimby		

OP \$115.00 1623523

**900158284**

**TRADEMARK  
 REEL: 004175 FRAME: 0914**

Signature:	/samantha m quimby/
Date:	03/29/2010
Total Attachments: 11 source=Enerco Amendment#page1.tif source=Enerco Amendment#page2.tif source=Enerco Amendment#page3.tif source=Enerco Amendment#page4.tif source=Enerco Amendment#page5.tif source=Enerco Amendment#page6.tif source=Enerco Amendment#page7.tif source=Enerco Amendment#page8.tif source=Enerco Amendment#page9.tif source=Enerco Amendment#page10.tif source=Enerco Amendment#page11.tif	

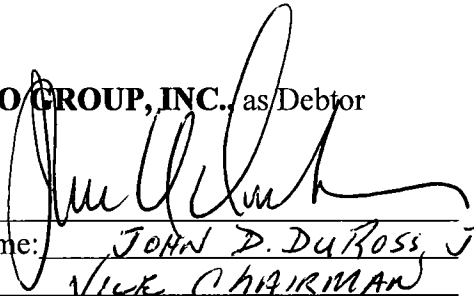
**AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**ENERCO GROUP, INC.**, a corporation organized under the laws of the State of Ohio (“Debtor”), and **PNC BANK, NATIONAL ASSOCIATION**, successor to National City Bank, in its capacity as agent for certain lenders under the Revolving Credit and Security Agreement among Debtor, Agent, and such lenders (in such capacity the “Agent”) hereby agree as follows:

1. **Agreement.** Debtor and Agent entered into an Intellectual Property Security Agreement dated October 29, 2009 (as amended, restated or modified, the “Agreement”).
2. **Amendment.** The Agreement is hereby amended to replace Schedule A attached to the Agreement with Schedule A attached hereto.
3. **No Waiver.** Nothing herein shall be deemed to be a waiver of any rights of Agent or of any pending Default or Event of Default.
4. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.
5. **Governing Law.** This Amendment has been delivered and accepted at and will be deemed to have been made at Cleveland, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.
6. **Waiver of Jury Trial.** The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Amendment or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.

Signed on February 26, 2010.

**ENERCO GROUP, INC.**, as Debtor

By:   
Print Name: JOHN D. DUROSS, JR  
Title: VICE CHAIRMAN

**PNC BANK, NATIONAL ASSOCIATION**  
as Agent

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

**AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

ENERCO GROUP, INC., a corporation organized under the laws of the State of Ohio (“Debtor”), and PNC BANK, NATIONAL ASSOCIATION, successor to National City Bank, in its capacity as agent for certain lenders under the Revolving Credit and Security Agreement among Debtor, Agent, and such lenders (in such capacity the “Agent”) hereby agree as follows:

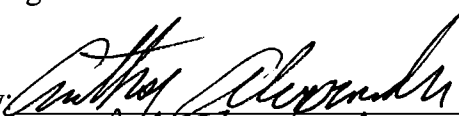
1. **Agreement.** Debtor and Agent entered into an Intellectual Property Security Agreement dated October 29, 2009 (as amended, restated or modified, the “Agreement”).
2. **Amendment.** The Agreement is hereby amended to replace Schedule A attached to the Agreement with Schedule A attached hereto.
3. **No Waiver.** Nothing herein shall be deemed to be a waiver of any rights of Agent or of any pending Default or Event of Default.
4. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.
5. **Governing Law.** This Amendment has been delivered and accepted at and will be deemed to have been made at Cleveland, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.
6. **Waiver of Jury Trial.** The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Amendment or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.

Signed on February \_\_, 2010.

ENERCO GROUP, INC., as Debtor

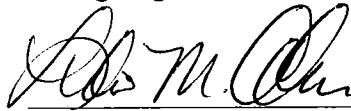
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Print Name: Anthony Alexander  
Title: Vice President

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this 26 day of February, 2010, acknowledged before me by John DuRoss, the duly authorized VICE CHAIRMAN of **ENERCO GROUP, INC.**, who executed the foregoing instrument on behalf of said corporation.



Notary Public  
My Commission Expires: 7/4/2012  
**LELIA M. COLEMAN**  
**NOTARY PUBLIC, STATE OF OHIO**  
**MY COMMISSION EXPIRES JULY 4, 2012**  
**(RECORDED IN MEDINA COUNTY)**

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_ day of February, 2010, acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of **PNC BANK, NATIONAL ASSOCIATION**, who executed the foregoing instrument on behalf of said bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_


STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_ day of February, 2010, acknowledged before me by \_\_\_\_\_, the duly authorized \_\_\_\_\_ of **ENERCO GROUP, INC.**, who executed the foregoing instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this 9<sup>th</sup> day of February, 2010, acknowledged before me by ANTHONY ALEXANDER, the VICE PRESIDENT of **PNC BANK, NATIONAL ASSOCIATION**, who executed the foregoing instrument on behalf of said bank.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: July 25, 2011

CINLibrary 1030997.0570211 2068134v1

**SCHEDULE A****Trademarks**

<b>REGISTRATION NUMBER</b>	<b>TITLE</b>	<b>COUNTRY</b>
3,086,177	BIG BUDDY	United States
3,159,447	BIG MAXX (Stylized)	United States
1,846,849	BUCK HUSTLER	United States
3,565,875	BUDDY PRO	United States
3,128,085	BUDDY PRO AIR & Design	United States
2,924,573	CONTRACTOR SERIES	United States
2,144,865	Design Only (Astronauts, Frog)	United States
1,623,523	ENERCO & Design	United States
2,853,731	ENERRADIANT & Design	United States
3,039,083	HEATSTAR BY ENERCO & Design	United States
1,980,584	HELPING YOU MAKE THE RIGHT CONNECTION!	United States
1,745,682	HOT STUFF SERIES	United States
2,646,399	PORTABLE BUDDY	United States
1,404,800	THE ORIGINAL MR. HEATER & Design	United States
3,042,759	TOUGH BUDDY	United States
1,292,076	Design Only	United States

CINLibrary 2058276v.1

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**ENERCO GROUP, INC.**, a corporation organized under the laws of the State of Ohio ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns, and pledges to **NATIONAL CITY BANK**, in its capacity as agent (in such capacity the "Agent") for the benefit of the Lenders (as hereinafter defined), and grants to Agent a security interest in, the following collateral, wherever located, now existing and hereafter arising or coming into existence (the "Collateral"):

- 1.1 all trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto, but excluding any application for registration for a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged (all of the foregoing being herein referred to as the "Trademarks");
- 1.2 all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals, and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");
- 1.3 all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");



- 18.7 **Gender, etc.** Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.
- 18.8 **Headings.** The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.
- 18.9 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 18.10 **Definitions.** Capitalized terms used in the Exhibits hereto and herein and not otherwise defined will be given the definitions set forth in the Loan Agreement, and if not defined therein, in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement
- 18.11 **Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Cleveland, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.
- 18.12 **Jurisdiction.** *Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Cuyahoga County, Ohio, or, at the option of Agent in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Agent at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.*
- 18.13 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Signed on October 29, 2009

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**ENERCO GROUP, INC., as Debtor**

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

**NATIONAL CITY BANK,  
as Agent**

By: Sean P M McCauley  
Print Name: Sean P McCauley  
Title: Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ENERCO GROUP, INC., as Debtor

By: *Allen L. Haire*  
Print Name: ALLEN L. HAIRE  
Title: C.E.O.

NATIONAL CITY BANK,  
as Agent

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

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_ day of October, 2009, acknowledged before me by \_\_\_\_\_, the duly authorized \_\_\_\_\_ of **ENERCO GROUP, INC.**, who executed the foregoing instrument on behalf of said corporation.

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

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

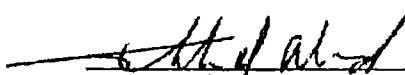
On this 20<sup>th</sup> day of October, 2009, acknowledged before me by Sean P. McAttey, the Vice President of **NATIONAL CITY BANK**, who executed the foregoing instrument on behalf of said bank.

Deane L. Morawak  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this 24 day of October, 2009, acknowledged before me by  
Alexander H. Hines, the duly authorized Alexander Hines of  
ENERCO GROUP, INC., who executed the foregoing instrument on behalf of said corporation.

  
Notary Public RE D. WARD  
Notary Public - State of Ohio  
My Commission Expires: \_\_\_\_\_  
Secretary of State

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_\_ day of October, 2009, acknowledged before me by  
\_\_\_\_\_ the \_\_\_\_\_ of NATIONAL CITY  
BANK, who executed the foregoing instrument on behalf of said bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_