

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
DESA IP, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: FLORIDA  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Manufacturing Source International, Inc.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 5076 Greenwillow Lane  
City: San Diego  
State: California  
Country: USA      Zip: 92130

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship California  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 24, 2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_  
SEE ATTACHED SHEET

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
SEE ATTACHED SHEET

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Benjamin B. Seecof  
Internal Address: \_\_\_\_\_  
Street Address: 2254 Moore Street, Suite 201  
City: San Diego  
State: California      Zip: 92110  
Phone Number: 619-325-0795  
Fax Number: 619-325-0796  
Email Address: ben@bigbadlawyer.com


**6. Total number of applications and registrations involved:** 14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_

MAY 24, 2010  
Date

BENJAMIN R. SEECOF  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ATTACHMENT TO RECORDATION FORM COVER SHEET - PAGE 1 OF 1.

Registration No.	Word Mark
3159503	ACQ PLUS
0999552	FASTRAK
3052129	POWER DRIVER
2916946	POWER HAMMER
2749013	POWER HAMMER
2852831	POWER TRIGGER
1922830	POWERFAST
1910680	POWERFAST
1896783	POWERFAST
3006931	PRO DRIVER
0585910	REMINGTON
0641988	REMINGTON
3077200	STRAPGUN
2196422	STRIKE SET

**TRADEMARK ASSIGNMENT**

WHEREAS, DESA IP, LLC ("Assignor"), a limited liability company organized under the laws of the State of Florida, whose business address is c/o HIG Capital, LLC, 1001 Brickell Bay Drive, Miami, Florida 33131, is the owner of record of the trademarks shown in Exhibit A attached hereto ("the Assigned Marks);

WHEREAS, on December 29, 2008, Assignor filed a petition in the United States Bankruptcy Court for the District of Delaware seeking relief under chapter 11 of the United States Bankruptcy Code. Assignor's case has been assigned case docket 08-13422;

WHEREAS, on August 20, 2009 Manufacturing Source International, Inc. ("Assignee"), a corporation organized under the laws of the State of California, with a business address of 3525 Del Mar Heights Road # 585, San Diego, CA 92130, entered into an agreement (the "Agreement") with Assignor by which it acquired from Assignor all right, title, and interest in and to the Assigned Marks, the goodwill associated therewith, the pending applications for registration and the registrations therefor, as listed in Exhibit A hereof;

WHEREAS, following the aforementioned Agreement, Assignor and Assignee wish to confirm the transfer to Assignee of all right, title, and interest in and to the Assigned Marks, the goodwill associated therewith, the pending applications for registration and the registrations therefor, as listed in Exhibit A hereof;

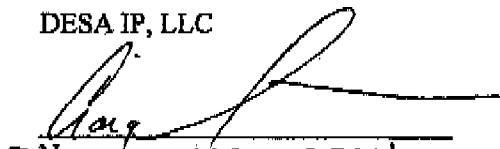
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire, all of its right, title and interest in and to the Assigned Marks shown in Exhibit A, limited to use of the Assigned Marks in the countries shown on Exhibit A, along with the U.S., Canadian or Mexican applications (as the case may be) for registration and

registrations listed therein, and the goodwill associated therewith, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past, present or future infringement of the Assigned Marks (but in each instance only to the extent any such infringement has not previously been resolved by a court having jurisdiction, by settlement, or otherwise) with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, or other legal representatives.

Notwithstanding anything to the contrary herein, the Assignor is delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement, including, without limitation, the limitations, disclaimers, acknowledgments, and "as is," "where is," and "with all faults" provisions of the Agreement.

This assignment is executed this 24<sup>th</sup> day of September, 2009.

DESA IP, LLC

  
Name: CRAIG S. DEAN  
Title: CHIEF RESTRUCTURING OFFICER

DESA, LLC

Deep Tools - Feeding  
Trademarks

Note: Subjects listed indicate listed on Company's most recent

COUNTRY	TRADEMARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS	Class Description	Product Use
UNITED STATES	ACO FLIES	08/27/2004	76408,670	10/17/2006	3,168,508	REGISTERED	006 - fasteners, namely, metal pins, for use with powder-actuated fastening tools	PAT
UNITED STATES	FASTRAK	10/16/1973	73408,540	12/17/1974	0888,882	REGISTERED	007 - powder-actuated shot drivers	PAT
CANADA	HANDY MASTER	11/22/1984	533281	04/08/1986	TM4434,006	REGISTERED	000 - (1) Power tools, namely, nail sprayers; (2) glue for use with electric and manual glue guns, solder, stapler, gronomat, nails, sheets, electric soldering iron and air guns, electric glue guns, electric staple guns, electric nail guns, electric chain saws, pneumatic nail guns, pneumatic staple guns, powder-actuated tools, manual glue guns, manual staple guns, manual screw fastener applicators, manual nail guns, manual hammer lockers, lockers and battery chargers, staplers, and screw fasteners.	PAT
UNITED STATES	POWER DRIVER	08/15/2003	76546,125	01/03/2006	3,082,129	REGISTERED	007 - power tools, namely, low velocity powder-actuated fastening tools for fastening nails	PAT
UNITED STATES	POWER HAMMER	08/10/2003	76532,309	01/01/2006	2,916,946	REGISTERED	008 - hand tools, namely, powder-actuated fastening tools; used to drive fasteners into concrete and other materials	PAT
UNITED STATES	POWER HAMMER	09/27/2001	76318,789	08/05/2003	2,749,013	REGISTERED	008 - hand tools, namely, powder-actuated fastening tools used to drive fasteners into concrete and other materials	PAT
UNITED STATES	POWER TRIGGER	02/03/2008	76446,862	08/16/2004	2,862,851	REGISTERED	008 - hand operated fastening tool, namely, a powder-actuated hand tool for driving fasteners into wood, masonry, or concrete	PAT
CANADA	POWERFAST	4/29/1988	411294	3/10/1989	TM4508,004	REGISTERED	000 - hand tools, namely, staplers and staples	PAT
UNITED STATES	POWERFAST	07/14/1992	74802,490	08/26/1995	1,922,830	REGISTERED	006 - metal staples, nails and rivets	PAT
UNITED STATES	POWERFAST	07/14/1992	74801,729	08/08/1995	1,910,580	REGISTERED	009 - hand tools, namely, manual glue guns, manual staple guns, manual nail guns and manual hammer fasteners	PAT
UNITED STATES	POWERFAST	07/14/1992	74802,227	08/30/1995	1,895,789	REGISTERED	011 - electric glue guns	PAT
UNITED STATES	PRO DRIVER	08/15/2003	76540,793	10/18/2005	3,008,031	REGISTERED	007 - power operated staple guns, nail guns, riveters, chain saws, staple guns and powder-actuated tools, namely, fastener driving tools, tool and pins	PAT
UNITED STATES	PRO DRIVER	08/15/2003	76540,793	10/18/2005	3,008,031	REGISTERED	007 - low velocity powder-actuated fastening tools, namely, powder-actuated nail guns	PAT

Trademarks

Exhibit A

DESA, LLC  
Desa Tools - Powering  
Trademarks

Note: Database has entries listed on Company's own records

COUNTRY	TRADENAME	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS	Class Description	Product Use
UNITED STATES	REMNANTON	04/08/1981	710812,353	02/22/1984	4,596,910	REGISTERED	043 - tools-jawed	043 - tools-jawed
UNITED STATES	REMNANTON	07/16/1988	72812,218	02/23/1987	0,641,988	REGISTERED	043 - tools-jawed	043 - tools-jawed
UNITED STATES	STRAFGUN	05/28/2004	765594,347	04/04/2005	3,077,200	REGISTERED	008 - hand tools	008 - hand tools
CANADA	STRIKE SET	12/17/1995	831815	04/23/1999	TMAS06,919	REGISTERED	008 - hand tools	008 - hand tools
UNITED STATES	STRIKE SET	12/10/1995	75271,026	10/13/1998	2,196,422	REGISTERED	008 - hand tools	008 - hand tools
MEXICO	REMNANTON	03/11/1997	285796	7/20/2007	993622	REGISTERED	008 - hand tools	008 - hand tools

Trademarks

Exhibit A

TRADEMARK

REEL: 004211 FRAME: 0446