

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lennox Hearth Products LLC | | 04/09/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Lennox Industries Inc. | | |
| Street Address: | 2100 Lake Park Blvd. | | |
| City: | Richardson | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75080 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4062611 | DAVE LENNOX SIGNATURE | |
| Registration Number: | 3868397 | LENNOX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (972)497-5268 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | (972)497-7123 | | |
| Email: | jennifer.bishop@lennoxintl.com | | |
| Correspondent Name: | Jennifer D. Bishop | | |
| Address Line 1: | 2140 Lake Park Blvd. | | |
| Address Line 4: | Richardson, TEXAS 75080 | | |
| ATTORNEY DOCKET NUMBER: | LHP ASSIGN | | |
| NAME OF SUBMITTER: | Jennifer D. Bishop | | |
| Signature: | /Jennifer D. Bishop/ | | |

OP \$65.00 4062611

Date:

04/09/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of April 9 2012 from Lennox Hearth Products LLC ("ASSIGNOR"), to Lennox Industries Inc. ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark (the "Mark") described in Exhibit A, together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark are used ("Products").

WHEREAS, ASSIGNOR desires to convey, transfer, and assign to ASSIGNEE all of its right, title, and interest in and to the Mark.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, and assigns to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Mark, together with (1) the goodwill of the of the business symbolized thereby in connection with the Products; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

LENNOX INDUSTRIES INC.

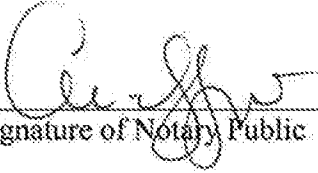
By: [Signature]
Title: Assistant Secretary
Date: April 9, 2012

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On April 9th 2012 before me personally appeared Robert Villasenor, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this Trademark Assignment and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted and executed this Trademark Assignment.

WITNESS my hand and official seal.



Signature of Notary Public

[SEAL]

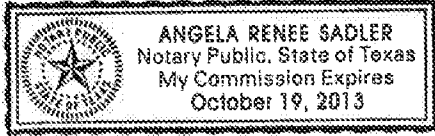


EXHIBIT A
TRADEMARKS

| <u>Mark</u> | <u>Country</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|-----------------------|----------------|-------------------|-------------------------|
| DAVE LENNOX SIGNATURE | USA | 85/254,956 | 4,062,611 |
| LENNOX & DESIGN | USA | 77/778,776 | 3,868,397 |