

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		06/22/2009	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	World Marketing of America, Inc.		
Street Address:	Route 22 West		
Internal Address:	P.O. Box 192,		
City:	Mill Creek		
State/Country:	PENNSYLVANIA		
Postal Code:	17060		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3169769	DESA INDOOR/OUTDOOR PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	502-625-2770		
Email:	jgregory@middletonlaw.com		
Correspondent Name:	Julie Ann Gregory		
Address Line 1:	401 South Fourth Street, Suite 2600		
Address Line 2:	Middleton Reutlinger		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julie Ann Gregory		
Signature:	/Julie Ann Gregory/		

OP \$40.00 3169769

Date:

10/18/2012

Total Attachments: 5

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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 June 11, 2009 World Marketing of America, Inc. ("Assignee"), a corporation organized under the laws of Pennsylvania, with a business address of P.O. Box 192 Route 22 West, Mill Creek, PA 17060, entered into an Asset Purchase 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 Asset Purchase 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;

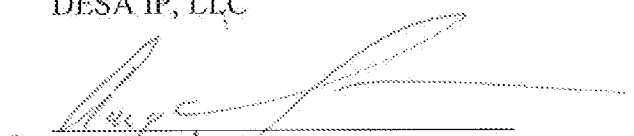
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire, all of its right, title and interest in and to the Assigned Marks shown in Exhibit A, limited to use of the Assigned Marks in the U.S. and Canada, along with the U.S. and Canadian applications 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 exclusions set forth in Section 1.2 of the Agreement and the acknowledgment and disclaimer set forth in Section 7 thereof).

This assignment is executed this 22 day of June, 2009.

DESA IP, LLC


Name: Craig S. Span
Title: Chief Restructuring Officer

DESA, LLC

Schedule - 1.1.2 (b)

Trademarks

Note: Reflects best estimate based on Company's asset records

COUNTRY	TRADEMARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS	Class Description
UNITED STATES	DESA INDOOR/OUTDOOR PRODUCTS & Design	1/25/2005	78/553,189	11/07/2006	3,169,769	REGISTERED	011 - space heaters, namely, fluid fired, fixed and mobile space heaters for domestic and industrial

DESA, LLC

Schedule - 1.1.2 (b)

Trademarks

Note: Reflects best estimate based on Company's asset records

COUNTRY	TRADEMARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS	Class Description
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DESA, LLC

Schedule - 1.1.2 (b)

Trademarks

Note: Reflects best estimate based on Company's asset records

COUNTRY	TRADEMARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.	STATUS	Class Description
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