

11/15/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30)



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

11-15-12

103651612
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):

Vogelzang International Corporation

- Individual(s)
- Partnership
- Corporation- State: Michigan
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 07/19/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: United States Stove Company

Street Address: 227 Industrial Park Boulevard

City: South Pittsburg

State: Tennessee

Country: USA Zip: 37380

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Tennessee
- 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)



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

A. Trademark Application No.(s) Text

See Attachment 1

B. Trademark Registration No.(s)

See Attachment 1

Additional sheet(s) attached? Yes No

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

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

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel, P.C.

Street Address: 1000 Tallan Building
Two Union Square

City: Chattanooga

State: TN Zip: 37402

Phone Number: 423.757.0277

Docket Number: 06461_01-1202

Email Address: dhill@cbslawfirm.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$390.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 11/15/2012 MULLINS 00000033 2361686

Authorized User Name UC FC:0JCC 40.00 OP 350.00 OP

9. Signature: [Signature]
Signature

November 13, 2012

Date

David J. Hill

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 004907 FRAME: 0975

Attachment 1

<u>Trademark</u>	<u>U.S. Registration/Application Number</u>
HEARTWOOD	2,381,886
FRONTIERSMAN	2,448,323
NORSEMAN	2,735,517
MOUNTAINEER	2,960,619
THE RANCHER	2,977,901
HIGHLANDER	3,077,793
SENTRY	3,289,323
DEFENDER	3,262,104
HEAT GRABBER	3,400,048
SHILOH	3,555,242
LIT'L SWEETIE	3,703,203
VOGELZANG	3,798,396
DURANGO	3,805,523
PONDEROSA	4,155,116
NORWOOD	85/499,255
COLONIAL	unregistered
PERFORMER	unregistered
PIONEER	unregistered
THE AMERICAN SALAMANDER HEATER	unregistered
THE SHEEPHERDER	unregistered

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of the 19th day of July, 2012 by Vogelzang International Corporation, a Michigan corporation having its principal place of business at 400 West 17th Street, Holland, Michigan 49423 ("Assignor").

Whereas, pursuant to an Asset Purchase Agreement dated July 19, 2012 ("Agreement"), Assignor has agreed to sell certain assets associated with Assignor's wood and/or coal burning stoves, furnaces and heaters, fireplace inserts and products relating thereto ("Product Lines") to United States Stove Company, a Tennessee corporation with a principal place of business at 227 Industrial Park Boulevard, South Pittsburg, Tennessee 37380 ("Assignee");

Whereas Assignor owns the registered and unregistered trademarks listed on Attachment 1 to this Assignment (collectively "Listed Trademarks") which are associated with and symbolize the goodwill of Assignor's business associated with the Product Lines; and

Now therefore, for and in consideration of the promises and covenants set forth hereinafter and in the Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Listed Trademarks and to other trademarks and source identifiers that are associated with the Product Lines (collectively, "Marks"), together with the goodwill symbolized by the Marks, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Marks.
2. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, registration of, or infringement of the Marks.
3. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Trademark Assignment.
4. All the provisions of this Trademark Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives.
5. Assignee hereby accepts the assignment of the Marks and the goodwill according to the terms hereof.

Executed as of the date first written above by:

Vogelzang International Corporation

By: 

Steven J. Vogelzang, President

United States Stove Company

By: 

Calvin Haggard, CEO

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