

## TRADEMARK ASSIGNMENT

Electronic 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
FMI Products, LLC		09/13/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FMI Acquisition, LLC		
Street Address:	2701 South Harbor Boulevard		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92704		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	75891737	FMI	
Serial Number:	77564056	EMBER MASTER	
Serial Number:	76517729	FMI FIREPLACES FOR BUILDERS	
Serial Number:	78822826	FMI	
Serial Number:	78553461	VERSAFIRE	
Serial Number:	76554349	DESIGN DYNAMICS INNOVATION ON FIRE	
Serial Number:	78822866	FMI FIREPLACES FOR BUILDERS	
Serial Number:	76593116	THE NEW NAME IN FLAME	
Serial Number:	78940929	MOSAIC MASONRY	
Serial Number:	77923003	VESTAFLAME	
Serial Number:	77923004	COMFORT FLAME	
Serial Number:	77949789	VANTAGE HEARTH	
CORRESPONDENCE DATA			

Fax Number: 2028576395  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 213.443.7604  
Email: koines.kristen@arentfox.com  
Correspondent Name: Craig Gelfound  
Address Line 1: 555 West Fifth Street, 48th Floor  
Address Line 2: c/o Arent Fox LLP  
Address Line 4: Los Angeles, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	031445-00000
NAME OF SUBMITTER:	Craig A. Gelfound
Signature:	/Craig A. Gelfound/
Date:	01/08/2013

Total Attachments: 5  
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## **BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter this "Assignment"), is entered as of September 13, 2012, by and between FMI Products, LLC, a California limited liability company ("Assignor"), and FMI Acquisition, LLC, a Delaware limited liability company ("Assignee") and a wholly-owned subsidiary of Lennox Hearth Holdings, LLC, a Delaware limited liability company. Terms used herein and not otherwise defined shall have the meanings set forth in Purchase Agreement (as defined herein).

**WHEREAS**, pursuant to and in connection with that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 7, 2012, by and among Assignee, Assignor, and the Members of Assignor, Assignor desires to sell, assign, convey, and transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Business Intellectual Property.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual agreements contained herein, the payments made by Assignee to Assignor in accordance with the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers exclusively unto Assignee and its successors and assigns, all rights, title, and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Business Intellectual Property, together with:

- a. all goodwill symbolized thereby and/or associated therewith;
- b. any renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions thereof (as applicable);
- c. any rights to file applications and receive patents thereon (as applicable), 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, to the end of the term for which the said patent is or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;
- d. the right to sue or make claims for any past, present, or future infringement, misappropriation, or unauthorized use thereof; and
- e. the right to all income, royalties, damages, and other payments that are now or may hereafter become due or payable with respect to the Business Intellectual Property, including, without limitation, damages for any past, present, or future infringement, misappropriation, or unauthorized use thereof;

all of such rights, title, and interest to be held and enjoyed by Assignee and its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this Assignment not been made.

The foregoing assignment specifically includes, without limitation, the Business Intellectual Property listed in Schedule 2.15(a) of the Purchase Agreement and the attachment thereto.

2. Further Assurance. Assignor hereby covenants and agrees to provide all further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to all Business Intellectual Property, in Assignee, its successors, assigns, or other legal representatives.

3. Governing Law. This Assignment shall be governed by the internal laws of the State of Delaware as to all matters, including matters of validity, construction, effect, and performance.

4. Amendments; Waivers, Etc. Neither this Assignment nor any term hereof may be amended, modified, waived, discharged, or terminated other than by an instrument in writing, signed by Assignor and Assignee.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns but no such assignment shall relieve a party of its obligations hereunder.

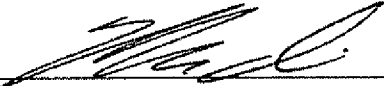
6. Counterparts. This Assignment may be executed in two or more counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

\* \* \*

IN WITNESS WHEREOF, the parties have entered into this Business Intellectual Property Assignment Agreement as of the date first above written.

**ASSIGNOR:**

**FMI PRODUCTS, LLC**

By: 

Name: Mark Klein

Title: Chief Executive Officer

**ASSIGNEE:**

**FMI ACQUISITION, LLC**

By: \_\_\_\_\_

Name: John Caple

Title: Authorized Signatory

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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**ASSIGNOR:**

**FMI PRODUCTS, LLC**

By: \_\_\_\_\_

Name: Mark Klein

Title: Chief Executive Officer

**ASSIGNEE:**

**FMI ACQUISITION, LLC**

By: \_\_\_\_\_

Name: John Caple

Title: Authorized Signatory

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 004938 FRAME: 0692**

Patent No.	Inventor	Title	Class	Pub. No.	Pub. Date	App. No.	App. Date	Pub. No.	Pub. Date
PATENT	031445.00012	MODULAR FIREPLACE ASSEMBLY	US	60/778056	01-Mar-06				01-Mar-07
PATENT	031445.00011	MASONARY FIREPLACE	US	60/452478	05-Mar-03				05-Mar-04
PATENT	031445.00013	REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	US	12/048174	13-Mar-08				
PATENT	031445.00007	ETHANOL-BURNING HEARTH APPARATUS	US	61/037699	18-Mar-08				18-Mar-09
PATENT	031445.00014	REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	CA	2625510	13-Mar-08				
PATENT	031445.00016	MASONARY STRUCTURE	US	61/106057	16-Oct-08				16-Oct-09
PATENT	031445.00003	REFRACTORY WITH GROUT-CAPTURING CHANNELS	US	60/894598	13-Mar-07				13-Mar-08
PATENT	031445.00005	CHIMNEY CAP	US		Closed				
PATENT	031445.00001	SEALED, DIRECT VENT ETHANOL-BURNING FIREPLACE	US	60/979322	11-Oct-07				11-Oct-08
PATENT	031445.00004	MASONARY STRUCTURE	US	10/793325	04-Mar-04				
PATENT	031445.00006	MODULAR FIREPLACE ASSEMBLY	US	11/680053	28-Feb-07				
PATENT	031445.00009	MASONARY STRUCTURE	CA	2459521	04-Mar-04				
PATENT	031445.00008	MODULAR FIREPLACE ASSEMBLY	CA	2580158	01-Mar-07				
PATENT	031445.00015	Artificial Log Set Assembly	US	12/195714	21-Aug-08				
PATENT	031445.00020	MASONARY STRUCTURE	US	12/419253	06-Apr-09				
PATENT	031445.00019	ETHANOL BASED LOG SET	US	11/839790	16-Aug-07				16-Oct-09
PATENT	031445.00017	BRICK ASSEMBLY WITH MAGNETIC ATTACHMENT, AND METHODS OF MAKING AND USE THEREOF	US	61/106046	16-Oct-08				
PATENT	031445.00002	ETHANOL-BURNING HEARTH APPARATUS	US	12/248443	09-Oct-08				
PATENT	031445.00018	ETHANOL-BURNING HEARTH APPARATUS	WO	PCT/US2008/079346	09-Oct-08				
PATENT	031445.00030	ARTIFICIAL EMBERS FOR USE IN A GAS FIRED LOG SET	US	11/668660	30-Jan-07				
PATENT	031445.00033	ARTIFICIAL EMBERS FOR USE IN A GAS FIRED LOG SET	CA	2580938	06-Mar-07				
PATENT	031445.00034	MASONARY STRUCTURE	US	12/497307	02-Jul-09				
PATENT	031445.00032	BRICK WITH MAGNETIC ATTACHMENT, AND METHODS OF MAKING AND USE THEREOF	US	12/501346	10-Jul-09				
PATENT	031445.00041	HOOD FOR EMISSION CONTROL FOR FIREPLACE	US	12/835619	13-Jul-10				
PATENT	031445.00042	PRE-ENGINEERED BRICK PANEL FOR INSTALLATION INTO A FIREPLACE	US	61/386373	24-Sep-10				24-Sep-11
PATENT	031445.00043	PRE-ENGINEERED BRICK PANEL AND METHODS OF MAKING AND INSTALLING SAME	US	13/212067	17-Aug-11				
PATENT	031445.00045	BRICK PANEL	US		Unfiled				
PATENT	031445.00046	QUICK IGNITION SYSTEM	US	61/468686	29-Mar-11				29-Mar-12
PATENT	031445.00047	QUICK IGNITION SYSTEM	US	13/196804	02-Aug-11				
PATENT	031445.00048	X-VENT	US	61/597511	10-Feb-12				10-Feb-13
PATENT	031445.00050	X-VENT	US	NEW APPLICATION					
TRADEMARK	031445.00010	FMI	US	75/891737	07-Jan-2000	2486202	04-Sep-2001		04-Sep-2011
TRADEMARK	031445.00021	FMI FIREPLACES FOR BUILDERS	US	76/517729	09-May-2003				
TRADEMARK	031445.00022	EMBER MASTER	US	77/564056	07-Sep-2008	3598414	31-Mar-2009		31-Mar-2019
TRADEMARK	031445.00023	FMI	US	78/822826	24-Feb-2006	3193490	02-Jan-2007		02-Jan-2017
TRADEMARK	031445.00024	VERSAFIRE	US	78/553461	25-Jan-2005	3256956	26-Jun-2007		26-Jun-2017
TRADEMARK	031445.00025	DESIGN DYNAMICS INNOVATION ON FIRE	US	76/554349	08-Oct-2003	2967923	12-Jul-2005		12-Jul-2015
TRADEMARK	031445.00026	FMI FIREPLACES FOR BUILDERS	US	78/822866	24-Feb-2006	3193492	02-Jan-2007		02-Jan-2017
TRADEMARK	031445.00027	THE NEW NAME IN FLAME	US	76/593116	19-May-2004	3458517	01-Jul-2008		01-Jul-2018
TRADEMARK	031445.00028	MOSAIC MASONRY	US	78/940929	31-Jul-2006	3999217	19-Jul-2011		19-Jul-2021
TRADEMARK	031445.00035	VESTAFIRE & Design	US	77/923003	28-Jan-2010				
TRADEMARK	031445.00036	COMFORT FLAME	US	77/923004	28-Jan-2010	4147062	22-May-2012		22-May-2022
TRADEMARK	031445.00038	VANTAGE HEARTH	TR. 001	77/949789	03-Mar-2010				