TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FMI Acquisitions, LLC		08/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
Lennox Hearth Products LLC		08/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3598414	EMBER MASTER
Registration Number:	3256956	VERSAFIRE
Registration Number:	2967923	DESIGN DYNAMICS INNOVATION ON FIRE
Registration Number:	3458517	THE NEW NAME IN FLAME
Registration Number:	3999217	MOSAIC MASONRY
Registration Number:	4147062	COMFORT FLAME
Registration Number:	3193492	FMI FIREPLACES FOR BUILDERS
Registration Number:	3193490	FMI

OP $215.00 3598414

CORRESPONDENCE DATA

Fax Number: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	215.569.5619
Email:	pecsenye@blankrome.com
Correspondent Name:	Timothy D. Pecsenye
Address Line 1:	One Logan Square
Address Line 2:	8th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01895
NAME OF SUBMITTER:	Timothy D. Pecsenye
Signature:	/Timothy D. Pecsenye/
Date:	08/09/2013

Total Attachments: 11
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 9th day of August, 2013 by **FMI ACQUISITION, LLC**, a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor and Lennox Hearth Products LLC, a Delaware limited liability company ("Lennox", together with Grantor and any other person joined as a borrower to the Loan Agreement (as hereinafter defined) from time to time, referred to herein as the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of August 30, 2012 with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

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3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent or in accordance with the Loan Agreement.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Florida applied to contracts to be performed wholly within the State of Florida.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FMI ACQUISITION, LLC

By: _____
Name: Mark Klein
Title: President and CEO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FMI ACQUISITION, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: HEATH J. HAYES
Title: ASSISTANT VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

Trademarks

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	EMBER MASTER	United States of America	3,598,414	11	Gas log heaters	September 7, 2008	March 31, 2019	FMI Acquisition, LLC
	VERSAFIRE	United States of America	3,256,956	11	Fireplace inserts, namely, log systems comprised of artificial logs and artificial embers powered by gas	January 25, 2005	June 26, 2017	FMI Acquisition, LLC
	DESIGN DYNAMICS INNOVATION ON FIRE	United States of America	2,967,923	11	Gas and fireplace inserts, namely, artificial logs and artificial embers	October 8, 2003	July 12, 2015	FMI Acquisition, LLC
	THE NEW NAME IN FLAME	United States of America	3,458,517	4 & 11	4: Artificial gas logs and embers 11: Wood and gas burning fireplaces, fireplace inserts, namely, metal boxes for wood burning fireplaces, and metal boxes and gas burner systems comprised of gas controls, manifolds, burners, artificial logs and/or artificial glowing media for gas burning fireplaces	May 19, 2004	July 1, 2018	FMI Acquisition, LLC
	MOSAIC MASONRY	United States of America	3,999,217	11 & 19	11: Fireplaces 19: Fireplace mantels, fireplace surrounds, and fireplace surrounds including masonry nooks for holding wood	July 31, 2006	July 19, 2021	FMI Acquisition, LLC

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	COMFORT FLAME	United States of America	4,147,062	4, 11 & 19	4: Fuel in the nature of gas logs and embers, not for use as fireplace inserts 11: Fireplace inserts, comprised of artificial logs and artificial embers powered by gas; gas log accessories, namely, refractory logs and refractory granules for use in fireplaces; fireplaces; electric, gas, and solid fuel burning stoves; fireplace inserts, namely, metal boxes for wood burning fireplaces, and metal boxes and gas burner systems comprised of gas controls, manifolds, burners, artificial logs and/or artificial glowing media for gas burning fireplaces; chimeneas; fireplace accessories, namely, fireplace doors 19: Fireplace mantels, non-metal fireplace surrounds, and non-metal fireplace surrounds including masonry nooks for holding wood	January 28, 2010	May 22, 2022	FMI Acquisition, LLC
	FMI FIREPLACES FOR BUILDERS	United States of America	3,193,492	4 & 11	4: Artificial gas logs and embers 11: Fireplaces; stoves; fireplace inserts, namely, metal boxes for wood burning fireplaces, and metal boxes and gas burner systems comprised of gas controls, manifolds, burners, artificial logs and/or artificial glowing media for gas burning fireplaces; chimeneas	February 24, 2006	January 2, 2017	FMI Acquisition, LLC
	FMI	United States of America	3,193,490	4 & 11	4: Artificial gas logs and embers 11: Fireplaces; stoves; fireplace inserts, namely, metal boxes for wood burning fireplaces, and metal boxes and gas burner systems comprised of gas controls, manifolds, burners, artificial logs and/or artificial glowing media for gas burning fireplaces; chimeneas	February 24, 2006	January 2, 2007	FMI Acquisition, LLC

SCHEDULE 1 CONT'D

Patents

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
03/13/2008	Filed	12/048174	United States of America	Utility	FMI Acquisition, LLC			REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	Martin D. HUSTED
03/13/2008	Filed	12/048174	United States of America	Utility	FMI Acquisition, LLC			REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	Martin D. HUSTED
08/21/2008	Filed	12/195714	United States of America	Utility	FMI Acquisition, LLC			ARTIFICIAL LOG SET ASSEMBLY	John Phillips, Brandon Manco, Brian Hall
10/09/2008	Filed	12/248443	United States of America	Utility	FMI Acquisition, LLC			ETHANOL-BURNING HEARTH APPARATUS	Martin D. Husted, Mark W. Klein
07/02/2009	Filed	12/497307	United States of America	Utility	FMI Acquisition, LLC			MASONRY STRUCTURE	Martin D. Husted, Mark Klein
07/10/2009	Filed	12/501346	United States of America	Utility	FMI Acquisition, LLC			Brick Assembly with Magnetic Attachment, and Methods of Making and Use Thereof	Martin D. Husted, Mark Klein
07/13/2010	Filed	12/835619	United States of	Utility	FMI Acquisition,			HOOD FOR EMISSION CONTROL	Mark Klein

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Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
			America		LLC			FOR FIREPLACE	
08/17/2011	Filed	13/212067	United States of America	Utility	FMI Acquisition, LLC			PRE-ENGINEERED BRICK PANEL AND METHODS OF MAKING AND INSTALLING SAME	Mark W. Klein, Leo Litonjua
08/02/2011	Filed	13/196804	United States of America	Utility	FMI Acquisition, LLC			QUICK IGNITION SYSTEM	James Lee Gross, Mark Klein

POWER OF ATTORNEY

Dated: August 1, 2013

FMI ACQUISITION, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit and Security Agreement among Agent, certain financial institutions party thereto as lenders (the "Lenders"), and Grantor dated as of August 30, 2012 (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents (as defined in the Loan Agreement).

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

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IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

FMI ACQUISITION, LLC

By: _____

Name: Mark Klein

Title: President and CEO

NOTARY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF :
COUNTY OF :

On this 1st day of August, 2013, before me personally appeared _____, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FMI Acquisition, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DEBORAH F. MIDWOOD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

_____
Notary Public
My Commission Expires: 4/30/2014

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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