

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
Monessen Hearth Systems Company		08/15/2013	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Keybank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3630891	DEFIANT
Registration Number:	3771348	MAJESTIC
Registration Number:	3770599	MONESSEN
Registration Number:	3211990	PREMIER SERIES
Registration Number:	3929192	SMART MODE
Registration Number:	3679608	VIGILANT
Serial Number:	85805367	FLEXBURN

CORRESPONDENCE DATA

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

Phone: 2164798386
 Email: rebecca.gallagher@squiresanders.com
 Correspondent Name: Steven M. Auvil
 Address Line 1: 127 Public Square

OP \$190.00 3630891

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 034691.00176

NAME OF SUBMITTER: Steven M. Auvil

Signature: /Steven M. Auvil/

Date: 08/28/2013

Total Attachments: 5

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**RATIFICATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AND
AMENDMENT**

THIS RATIFICATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AND AMENDMENT (this "Ratification") is made as of August 15, 2013, by MONESSEN HEARTH SYSTEMS COMPANY, a Kentucky corporation, having an office at 149 Cleveland Drive, Paris, Kentucky 40361 (the "Company") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association having an office at 127 Public Square, Cleveland, Ohio 44114 ("KeyBank") as Agent (as defined below).

RECITALS

A. The Company, as Borrower, and MONESSEN HOLDING COMPANY, a Delaware corporation ("Parent") have entered into that certain Third Amended and Restated Credit and Security Agreement, dated as of July 31, 2013 (as heretofore from time to time further amended, restated, modified or supplemented, the "Credit Agreement") among Borrower, Parent, various financial institutions (the "Lenders") and KeyBank, as administrative agent (the "Agent"). Each capitalized term not defined herein has the same meaning as in the Credit Agreement.

B. In connection with a prior version of the Credit Agreement, the Company entered into that certain Intellectual Property Security Agreement – Borrower, dated as of March 31, 2006 (as heretofore from time to time amended, restated, modified or supplemented, the "IP Security Agreement") in favor of the Agent for the benefit of the Lenders.

C. The execution and delivery of this Ratification by the Company is required by the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Company hereby agrees as follows:

1. Reaffirmation and Acknowledgement. The Company hereby irrevocably and unconditionally confirms the continuing existence of the IP Security Agreement, the continuing effectiveness of all of the terms thereof and that such IP Security Agreement remains enforceable against the Company in accordance with its terms.

2. Confirmation of Security Grant. The Company hereby irrevocably and unconditionally confirms that, pursuant to Section 2 of the IP Security Agreement, the Company has granted to the Agent, for the benefit of the Lenders, a continuing security interest in the Collateral (as defined in the IP Security Agreement), including, without limitation, the new trademarks and trademark applications described on Exhibit A.

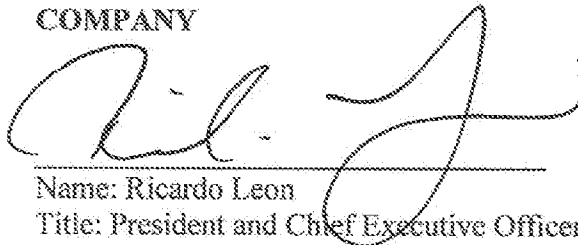
3. Amendment to IP Security Agreement. The Company hereby irrevocably and unconditionally confirms that each reference to the "Credit Agreement" in the IP Security Agreement shall be deemed to constitute a reference to the Credit Agreement, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

4. Miscellaneous. This Ratification shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the conflicts of law principals thereof. Legal delivery of this Ratification may be made by, among other methods, telecopy or electronic mail (.pdf format). This Ratification is a Loan Document and a Related Writing.

[Signature Follows on Next Page]

IN WITNESS WHEREOF, the Company has caused this Ratification to be signed by its authorized officer and duly attested the day and year first above written.

MONESSEN HEARTH SYSTEMS
COMPANY



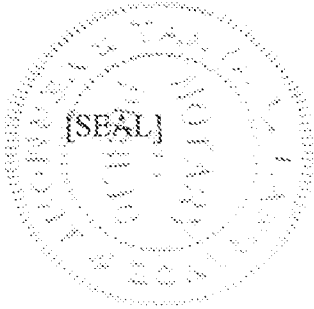
Name: Ricardo Leon
Title: President and Chief Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Vermont
COUNTY OF Windsor

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) SS:
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On this, the 15 day of August, 2013, before me personally came Ricardo Leon, to me known, who, being duly sworn, did depose and state that he/she is the President and Chief Executive Officer of Monessen Hearth Systems Company, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.



Janyia D. Robinson
Notary Public

My commission expires: 2/10/15

Exhibit A

NEW TRADEMARKS

Country	Mark	App. No.	Filed	Reg. No.	Reg. Date
U.S.	DEFIANT	77/600817	Oct. 27, 2008	3630891	June 2, 2009
U.S.	MAJESTIC	77/814313	Aug. 27, 2009	3771348	Apr. 6, 2010
U.S.	MONESSEN	77/799332	Aug. 7, 2009	3770599	Apr. 6, 2010
U.S.	PREMIER SERIES	76/250581	May 3, 2001	3211990	Feb. 27, 2007
U.S.	SMART MODE	77/737757	May 15, 2009	3929192	Mar 8, 2011
U.S.	VIGILANT	77/678982	Feb. 26, 2009	3679608	Sep. 8, 2009

NEW TRADEMARK APPLICATIONS

Country	Mark	App. No.	Filed	App. No.	App. Date
U.S.	FLEXBURN	85/805367	Dec. 18, 2012	85805367	Dec. 18, 2012