TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heat Surge, LLC		08/15/2014	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Mr. Rodney L Napier
Street Address:	6494 Friarsgate Drive
City:	Canton
State/Country:	OHIO
Postal Code:	44718
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3608543	COOL SURGE
Registration Number:	3744725	FIRELESS FLAME
Registration Number:	3412104	HEAT SURGE
Registration Number:	3691624	HEAT SURGE
Registration Number:	3901419	HEAT SURGE THE ORIGINAL AMISH-CRAFTED FI
Registration Number:	3412401	ROLL-N-GLOW
Registration Number:	4273087	HYBRID-THERMIC
Registration Number:	4548653	SSS HEAT SURGE THE ORIGINAL AMISH FIREPL

CH $215.00 3608543

CORRESPONDENCE DATA

Fax Number: 3302441173

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

Phone: 3302441174
Email: docket@sandandsebolt.com
Correspondent Name: Joseph A. Sebolt
Address Line 1: 4940 Munson Street NW
Address Line 2: Aegis Tower, Suite 1100
Address Line 4: Canton, OHIO 44718-3615

ATTORNEY DOCKET NUMBER:	2523021US2AK

NAME OF SUBMITTER:	Laura L. Beoglos
SIGNATURE:	/lauralbeoglos/
DATE SIGNED:	08/20/2014

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 15, 2014 by and between Rodney L. Napier ("Secured Party") and Heat Surge, LLC, ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Arthur Middleton Capital Holdings, LLC, World Reserve Monetary Exchange, Inc., and Grantor (the "Loans") in the amounts and manner set forth in that certain Revolving Cognovit Promissory Note of even date herewith, executed and delivered by Arthur Middleton Capital Holdings, LLC, World Reserve Monetary Exchange, Inc., and Grantor to Secured Party (as the same may be amended, modified or supplemented from time to time, the "Promissory Note"). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Patents, Trademarks, and Copyrights to secure the obligations of Grantor under the Promissory Note.

B. Pursuant to the terms of that certain Security Agreement by and between Secured Party and Grantor of even date herewith, (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement, and together with the Promissory Note and all other documents, instruments, certificates and agreements executed and/or delivered by Grantor or any third party in favor of Secured Party in connection with the Loan, the "Loan Documents"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Promissory Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Promissory Note, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Patents, Trademarks and Copyrights listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

HEAT SURGE, LLC

By: ARTHUR MIDDLETON CAPITAL CAPITAL HOLDINGS, INC.

By:_____
Rodney L. Napier, President and Sole Director of Arthur Middleton Capital Holdings, Inc., Heat Surge, LLC's Sole Member

Address of Grantor:
800 Freedom Ave.
Canton, OH 44720

Secured Party:

_____
Rodney L. Napier

Address of Secured Party:
6494 Friarsgate Drive
Canton, OH 44718

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EXHIBIT A

PATENTS

Company	Product	Status	Serial No.	Date Filed	Patent No.	Issue Date
Heat Surge, LLC	Candle Fireplace - AD	Issued	29/375,099	9/17/2010	D643,519	8/16/2011
Heat Surge, LLC	Candle Fireplace - AD	Issued	29/375,092	9/17/2010	D643,518	7/27/2011
Heat Surge, LLC	–Space Heater	Issued	29/375,084	9/17/2010	D643,517	7/27/2011
Heat Surge, LLC	Cool Touch Fireplace - AP	Issued	12/683,798	1/7/2010	8,333,184	11/29/2012
Heat Surge, LLC	Fireplace with Narrow Vent - AD	Issued	29/353,977	1/7/2010	D631,533	1/5/2011
Heat Surge, LLC	Assembly for Warming Towels & the Ambient Air - AP	Issued	12/616,410	11/11/2009	8,314,367	10/31/2012
Heat Surge, LLC	Warming Towels & Ambient Air -AD	Issued	29/350,101	11/11/2009	D614,752	4/27/2010
Heat Surge, LLC	Fireplace Assembly - AD	Issued	29/338,232	6/8/2009	D625,397	10/12/2010
Heat Surge, LLC	Fireplace Assembly - AD	Issued	29/338,220	6/8/2009	D624,638	9/28/2010
Heat Surge, LLC	Removable Fireplace Assembly - AP	Issued	12/479,918	6/8/2009	8,235,033	7/18/2012
Heat Surge, LLC	Reflective Device for an Electric Fireplace & an Electric Fireplace Incorporating the Same - AP	Issued	12/796,407	6/8/2009	8,234,803	8/7/2012
Heat Surge, LLC	Display Cabinet - AD	Issued	29/367,013	8/2/2010	D673,663	1/1/2013
Heat Surge, LLC	Display Assembly	Issued	29/366,239	7/22/2010	D671,627	11/27/2012
Heat Surge, LLC	Small Scale Fireplace - AD	Pending	29/447,215	3/1/2013		
Heat Surge, LLC	Product known to the parties as "Project W"	Under Development	None	None	None	None

EXHIBIT A

TRADEMARKS

FILING DATE	MARK	OWNER	APP. NO.	REG. NO.	REG. DATE
02-Sep-2008	COOL SURGE	Heat Surge, LLC	77/560,705	3,608,543	21-Apr-2009
29-Jul-2009	FIRELESS FLAME	Heat Surge, LLC	77/792,644	3,744,725	02-Feb-2010
06-Oct-2006	HEAT SURGE	Heat Surge, LLC	77/016,139	3,412,104	15-Apr-2008
25-Nov-2008	HEAT SURGE & DESIGN	Heat Surge, LLC	77/622,074	3,691,624	06-Oct-2009
23-Jun-2009	HEAT SURGE THE ORIGINAL AMISH-CRAFTED FIREPLACE HEARTHS & MANTLES & DESIGN	Heat Surge, LLC	77/766,431	3,901,419	04-Jan-2011
26-Feb-2007	ROLL-N-GLOW	Heat Surge, LLC	77/116,691	3,412,401	15-Apr-2008
27-Sep-2011	HYBRID-THERMIC	Heat Surge, LLC	85/433,260	4,273,087	8-Jan-2013
6-Feb-2011	HEAT SURGE THE ORIGINAL AMISH FIREPLACES & Design	Heat Surge, LLC	85/842,478	4,548,653	10-Jun-2014
None	MINI-GLOW	Heat Surge, LLC	Under Development	None	None
None	MINI-GLOW WIDESCREEN	Heat Surge, LLC	Under Development	None	None

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