

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duraflame, Inc.		09/29/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, for itself and as administrative agent for the Lenders
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4491622	DURAFLAME
Registration Number:	4633148	QUICKSEAR
Registration Number:	4380659	ILLUMA
Registration Number:	4309851	ILLUMA-FUEL
Registration Number:	4126203	START SOMETHING GOOD
Registration Number:	3949313	DURAFLAME STIX
Registration Number:	3309697	XTRA
Registration Number:	2883245	FLUE-RENEW
Registration Number:	3102401	QUICK COALS
Registration Number:	3703267	GRILLWISE
Registration Number:	3596297	FIREWISE
Registration Number:	3520572	ANYFIRE
Registration Number:	3596296	STAX
Registration Number:	2614107	HEARTH-FIRE
Registration Number:	2526304	COLORLOG
Registration Number:	2390029	DURAFLAME
Registration Number:	2376077	CRACKLEFLAME
Registration Number:	2173962	ANYTIME

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2166605	EASYTIME
Registration Number:	2446648	FIRETIME
Registration Number:	2173955	XTRATIME
Registration Number:	2108237	WOODLITE
Registration Number:	1954020	FIRESTART
Registration Number:	1870971	CAL OAK
Registration Number:	2019863	INSTA-MATCH
Registration Number:	1777608	QUICK START
Registration Number:	1663916	FIRESTART
Registration Number:	1660481	QUIKSTART
Registration Number:	1330443	DURAFLAME
Registration Number:	1315305	
Registration Number:	1338716	DURAFLAME
Registration Number:	1527278	DURAFLAME
Registration Number:	1331575	DURAFLAME

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 6124926842

Email: ip.docket@dorsey.com

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: Dorsey & Whitney LLP

Address Line 2: 50 South Sixth Street, Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	09/30/2016

Total Attachments: 6

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- source=Confirmatory Grant in Trademarks (Duraflame) (Executed)#page2.tif
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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of September 29, 2016, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the lenders party thereto (the "Lenders"), and the Secured Party are parties to that certain Credit Agreement dated as of September 29, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Grantor certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Security Agreement dated as of September 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Secured Obligations (as defined in the Security Agreement) and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

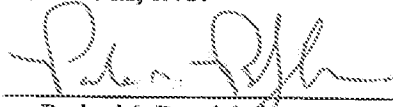
(c) Unless and until an Event of Default occurs and is continuing beyond any applicable cure periods, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the foregoing, this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which may be identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

DURAFLAME, INC.

By: 

Name: Parke M. Berolzheimer

Title: President & Chief Executive Officer



Confirmatory Grant of Security Interest in Trademarks





TRADEMARK
REEL: 005889 FRAME: 0017

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	DURAFLAME	3/4/2014	4491622
Duraflame, Inc.	Quicksear	11/4/2014	4633148
Duraflame, Inc.	ILLUMA	8/6/2013	4380659
Duraflame, Inc.	ILLUMA-FUEL	3/26/2013	4309851
Duraflame, Inc.	START SOMETHING GOOD	4/10/2012	4126203
Duraflame, Inc.	DURAFLAME STIX	4/11/2011	3949313
Duraflame, Inc.	XTRA	10/09/2007	3309697
Duraflame, Inc.	FLUE-RENEW [Typed Drawing]	9/7/2004	2883245
Duraflame, Inc.	QUICK COALS	6/6/2006	3102401
Duraflame, Inc.	GRILLWISE	10/27/2009	3703267
Duraflame, Inc.	FIREWISE	3/24/2009	3596297
Duraflame, Inc.	ANYFIRE	10/21/2008	3520572
Duraflame, Inc.	STAX	3/24/2009	3596296

Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	HEARTH-FIRE	9/3/2002	2614107
Duraflame, Inc.	COLORLOG	1/1/2002	2526304
Duraflame, Inc.	DURAFLAME	9/26/2000	2390029
Duraflame, Inc.	CRACKLEFLAME	8/8/2000	2376077
Duraflame, Inc.	ANYTIME [Typed Drawing]	7/14/1998	2173962
Duraflame, Inc.	EASYTIME [Typed Drawing]	6/16/1998	2166605
Duraflame, Inc.	FIRETIME [Typed Drawing]	4/24/2001	2446648
Duraflame, Inc.	XTRATIME[Typed Drawing]	7/14/1998	2173955
Duraflame, Inc.	WOODLITE [Typed Drawing]	10/28/1997	2108237
Duraflame, Inc.	FIRESTART [Typed Drawing]	2/6/1996	1954020
Duraflame, Inc.	CAL OAK [Typed Drawing]	1/3/1995	1870971
Duraflame, Inc.	INSTA-MATCH [Typed Drawing]	11/26/1996	2019863
Duraflame, Inc.	QUICK START	6/22/1993	1777608
Duraflame, Inc.		11/12/1991	1663916
Duraflame, Inc.		10/15/1991	1660481

Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.		4/16/1985	1330443
Duraflame, Inc.		1/22/1985	1315305
Duraflame, Inc.	DURAFLAME [Typed Drawing]	6/4/1985	1338716
Duraflame, Inc.		2/28/1989	1527278
Duraflame, Inc.		4/23/1985	1331575

Trademark Application

Grantor	Trademark Applied for	Application Filing Date	Application Serial Number
Duraflame, Inc.	SEARPRO	2/2/2016	86894617