

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monessen Hearth Systems Company, LLC		09/15/2017	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	Canadian Tire Corporation, Limited		
Street Address:	2180 Yonge Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M4P 2V8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2769860	VERMONT CASTINGS	
CORRESPONDENCE DATA			
Fax Number:	4162163930		
<i>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.</i>			
Phone:	514-847-4243		
Email:	dockettor@nortonrosefulbright.com		
Correspondent Name:	Norton Rose Fulbright Canada LLP		
Address Line 1:	1, Place Ville Marie		
Address Line 2:	Suite 2500		
Address Line 4:	Montreal, CANADA H3B 1R1		
NAME OF SUBMITTER:	Christopher N. Hunter		
SIGNATURE:	/Christopher N. Hunter/		
DATE SIGNED:	11/21/2017		
Total Attachments: 5			
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CH \$40.00 2769860

Schedule A

TRADEMARK ASSIGNMENT¹

This INTELLECTUAL PROPERTY ASSIGNMENT ("**Assignment**") dated as of September 15, 2017 (the "**Effective Date**") by and between MONESSEN HEARTH SYSTEMS COMPANY, LLC, having a place of business at 7571 215th Street West, Lakeville, MN 55124 ("**Assignor**"), and CANADIAN TIRE CORPORATION, LIMITED, having a place of business at 2180 Yonge Street Toronto, Ontario M4P 2V8 ("**Assignee**").

WITNESSETH:

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement, executed the Effective Date (hereinafter the "**APA**"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain Purchased Assets, including, without limitation, the registered trademarks identified and set forth on Exhibit "1" attached hereto (the "**Assigned Trademarks**");

WHEREAS, pursuant to the APA, Assignor has agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Assigned Trademarks, among other assets; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment, for recording with national, federal and state government authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Pursuant to and subject to the terms and conditions of the APA, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Assigned Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including (A) the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (B) the right, if any, to all registrations, restorations, reversions, issuances, extensions and renewals thereof, provided that, only with respect to United States intent-to-use trademark applications, the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; (C) the right to prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar; (D) the right, if any, to claim priority based on the filing dates of any of the Assigned Trademarks under all treaties relating to intellectual property; (E) the right to sue and recover damages or other compensation for past, present or future infringements thereof, the right to sue and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto; (F) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (G) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law; and (H) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for

¹ This Assignment may be amended to incorporate changes required for filing, recordation, use, enforcement or exploitation in the relevant jurisdiction or otherwise, including due to the identity of the ultimate Assignor, so that the Assignee obtains the full benefit of this Assignment and the Assigned Trademarks.

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Cooperation.** Assignor shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to the Assigned Trademarks assigned to it hereunder.

3. **Recordation.** The Assignor hereby authorizes the Commissioner of the United States Patent and Trademark Office, and of any other applicable governmental offices worldwide, to record Assignee as the assignee and owner of the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. **Governing Law.** This Assignment shall be governed by the governing law and venue provisions of the APA.

5. **General Provisions.** This Assignment is intended to effect the assignment of the Assigned Trademarks to Assignee as further described in the APA. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the APA, the APA shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Trademarks. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except as provided otherwise herein or by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

MONESSEN HEARTH SYSTEMS COMPANY, LLC

BY: VP Berger

Name: Vincent P. (VP) Berger
Title: President

CANADIAN TIRE CORPORATION, LIMITED

BY: _____

Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

MONESSEN HEARTH SYSTEMS COMPANY, LLC

BY: _____

Name: _____

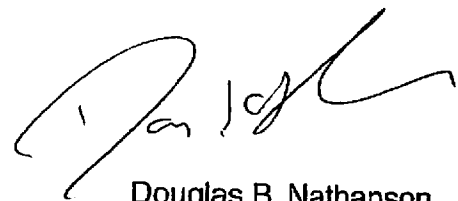
Title: _____

CANADIAN TIRE CORPORATION, LIMITED

BY:  _____

Name: Nidhes Wickramasinghe

Title: Chief Corporate Officer



Douglas B. Nathanson
General Counsel

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT "1" TO THE ASSIGNMENT OF TRADEMARKS

Mark	Country	Goods	Reg. No.	App. date	Reg. date
VERMONT CASTINGS	US	11: Barbecue grills; grills, namely gas grills; and structural parts and accessories therefore	2,769,860	09/14/2001	09/30/2003
VERMONT CASTINGS	Japan	11: Barbecue grills; grills, namely gas grills; and structural parts and accessories therefore	2636511	07/10/1991	03/31/1994
VERMONT CASTINGS	UK	11: Barbecues, grills, and parts and accessories therefor.	2279632	09/03/2001	12/09/2005