

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Surrender Document/Assignment	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Global Heating Solutions, Inc.		04/19/2010	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Financial Bank, National Association		
<b>Street Address:</b>	300 High Street		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45011		
<b>Entity Type:</b>	COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2389240	AQUATEMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@kmob.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Knobbe, Martens, Olson & Bear, LLP		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	CLDSO.001T		
<b>NAME OF SUBMITTER:</b>	Michael Trenholm		
<b>Signature:</b>	/Michael Trenholm/		
<b>Date:</b>	09/28/2011		

OP \$40.00 2389240

**Total Attachments: 8**

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## SURRENDER AGREEMENT

THIS AGREEMENT is made effective as of this 19<sup>th</sup> day of April, 2010, given by Global Heating Solutions, Inc., an Illinois corporation, Truheat, Inc., an Illinois corporation, Truheat SJB, Inc., an Illinois corporation, Electro-Heat, Inc., an Illinois corporation, Aquatemp Products, Inc., an Illinois corporation, Electro-Flex Heat, Inc., an Illinois corporation, and ThermProducts, Inc., an Illinois corporation (together, the "*Borrowers*"), David R. Wade, individually and as Trustee of the David R. Wade Trust dated May 6, 1999, as amended and restated on September 28, 2000, and Maria Wade, individually and as Trustee of the Maria Wade Trust dated May 6, 1999, as amended and restated on September 28, 2000 (together, with the Borrowers, the "*Obligors*"), in favor of First Financial Bank, National Association, a national banking association, assignee of Irwin Union Bank and Trust Co. ("*Bank*").

### RECITALS

A. The Bank and Obligors are parties to, among others, the documents listed on Exhibit A attached hereto. All of the foregoing and all other documents and written agreements between the Bank and Obligors, as amended and modified from time to time, are referred to collectively as the "*Loan Documents*." All security described in the Loan Documents are referred to collectively as the "*Collateral*". All obligations of Obligors under the Notes and the Loan Documents is referred to collectively as the "*Obligations*." Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Loan Documents.

B. Note No. 1 and Note No. 2 matured and became due and payable in full on May 31, 2009. Note No. 3 matured and became due and payable in full on August 28, 2009. Borrower failed to pay these Notes at maturity, which failure constitutes an event of default under all Notes, including Note No. 4.

C. Obligors desire to surrender possession of the Collateral (as hereinafter defined) to the Bank, and to consent to the Bank's proposed sale of the Collateral, as more fully set forth herein.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, Obligors agree as follows:

1. **Acknowledgement.** Obligors acknowledge and agree that as of March 31, 2010, the amount owing to the Bank ("*Bank Debt*"), exclusive of allowable costs, attorneys' fees, if applicable, is as follows:

Note	Principal	Interest to 03/31/10	Total
Note No. 1	\$ 5,000,000.00	\$ 211,111.11	\$ 5,211,111.11
Note No. 2	\$ 1,000,000.00	\$ 62,791.66	\$ 1,062,791.66
Note No. 3	\$ 20,420.47	\$ 487.91	\$ 20,908.38
Note No. 4	\$ 222,725.98	\$ 5,320.93	\$ 228,046.91
Note No. 5	\$ 289,563.99	\$ 7,847.73	\$ 297,411.72
Note No. 6	\$ 36,869.64	\$ 905.35	\$ 37,774.99

Note No. 7	\$ 1,635,956.03	\$ 41,964.32	\$ 1,677,920.35
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Obligors acknowledge that Bank Debt is currently due and payable in full without offset, defense or counter-claim and that the Notes, Guarantees and Security Agreements described above, and all other loan documents given by Obligors to the Bank are valid, binding and fully enforceable according to their respective terms. Obligors further acknowledge the truth and accuracy of the recitals set forth above.

2. **Surrender of Possession.** Borrowers hereby surrender possession of the the tangible and intangible assets described in **Exhibit B**, attached hereto (the "**Collateral**") to the Bank. Borrowers agree to deliver possession of keys, combinations to locks and other security devices, bills of sale or other evidence of title and certificates of title executed in blank to permit the Bank to effect the possession and disposition contemplated herein. Borrowers hereby appoint the Bank attorney in fact with the express authority to execute any documents or instruments (including any certificates of title) necessary to dispose of the Collateral.

Borrowers agree to deliver to the Bank all accounting and other records pertaining to, and all writings evidencing the Collateral or any portion thereof, together with all books, records and documents of Borrower related thereto in whatever form kept by Borrower, whether printed, on magnetic tape or disks, or in other machine readable form, and all forms, programs, software and other materials and instructions necessary or useful to the Bank in connection with such accounting or other records, including but not limited to, a list of all accounts of the Borrowers, and any information relating thereto; all records regarding the registration and licensing of titled vehicles and equipment; all licenses; all customer lists; all maintenance records on any vehicles, machinery and equipment; all parts lists, customer lists, lists of patents, trademarks, trade names or other intellectual property registered or claimed to be owned by Borrowers; and all passwords to any computer systems and software (collectively the "**Company Records**"). Borrowers shall have the right to retain a copy of all of such Company Records and following delivery and turning over of such Company Records by Borrowers to Bank, Borrower shall have the right to obtain from Bank at Borrowers' cost, a copy of any of such Company Records.

3. **No Obligation to Assume.** Borrowers agree that, in accepting the surrender of possession of the Collateral pursuant to this agreement, the Bank does not agree, and shall not be deemed to have agreed, to assume or undertake any obligations of Borrowers or any other person or entity, including, without limitation, any obligations with respect to the Collateral.

4. **Assembling of Collateral.** Borrowers agree to use their reasonable efforts to promptly assemble all of the Collateral and to turn the same over to the Bank, or its agent, or, at the direction of the Bank, to the purchaser of the Collateral as soon as possible on or after the date of this Agreement.

5. **Control of Collateral.** Obligors hereby authorize the Bank and/or its agents to remove the Collateral from the business premises, or elsewhere, and to hold the same pursuant to the Bank's rights as a secured creditor.

6. **Sale.** Obligors hereby consent to the sale by the Bank of the Collateral at a private sale to Adesso Investments, LLC, a Nevada limited liability company, for the sum of \$2,057,000.00, and to the application of the proceeds therefrom, all in accordance with the Michigan Uniform Commercial Code. Obligors acknowledge that such sale of the Collateral is

commercially reasonable in all respects. Obligors hereby waive their respective rights to notice of such sales.

7. **Representations and Warranties.** Borrowers hereby represent, warrant and covenant to the Bank as follows:

a. Each Borrower (i) is a duly organized and validly existing Illinois organization in good standing; and (ii) has the power to execute, deliver and carry out and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

b. This Agreement will be the legal, valid and binding obligation of Borrowers, enforceable in accordance with its terms.

c. Borrowers have made an independent determination of the fair market value of the Collateral and concluded that the fair market value of the Collateral does not exceed the amount of the Bank Debt.

d. Borrowers acknowledge that these representations may be relied upon, and shall be deemed given to any purchaser of the Collateral.

8. **Release of Guaranties; Waiver of Deficiency Claim.** As consideration for the surrender of the Collateral in accordance with this Agreement, and the release of the Obligors given this date, the Bank hereby agrees: (a) to release the Obligors from all guaranties, including those set forth in Exhibit A attached hereto; and (b) to waive its right to bring any deficiency claim against any of the Obligors.

9. **Advice of Counsel.** OBLIGORS ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS AGREEMENT IN ITS ENTIRETY, HAVING CONSULTED WITH SUCH LEGAL, TAX OR OTHER ADVISORS AS THEY DEEM APPROPRIATE AND UNDERSTAND AND AGREE TO EACH OF THE PROVISIONS OF THIS AGREEMENT AND FURTHER ACKNOWLEDGE THAT THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY.

10. **Parties Benefited and Bound.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their successors and assigns. No other party shall be entitled to enforce this Agreement.

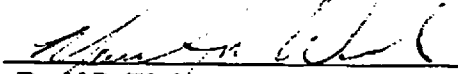
11. **Amendment.** No amendment, modification, rescission, waiver or release of any provision of this Agreement shall be effective unless the same is in writing signed by the parties.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

**Obligors:**

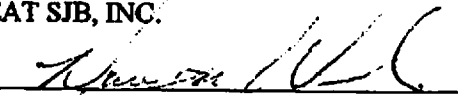
GLOBAL HEATING SOLUTIONS, INC.

By:   
Name: David R. Wade  
Title: President

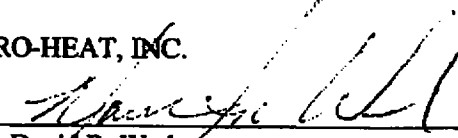
TRUHEAT, INC.

By:   
Name: David R. Wade  
Title: President

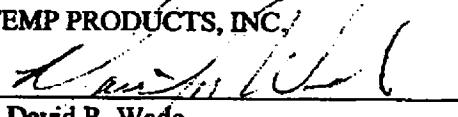
TRUHEAT SJB, INC.

By:   
Name: David R. Wade  
Title: President

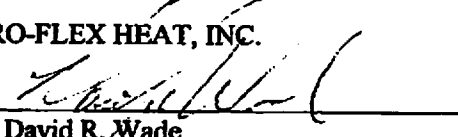
ELECTRO-HEAT, INC.

By:   
Name: David R. Wade  
Title: President

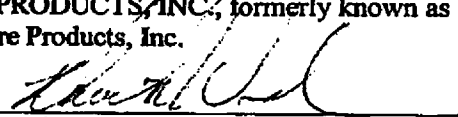
AQUATEMP PRODUCTS, INC.

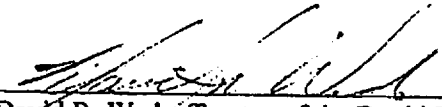
By:   
Name: David R. Wade  
Title: President

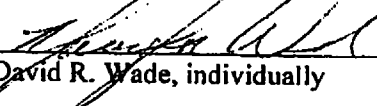
ELECTRO-FLEX HEAT, INC.


By:   
Name: David R. Wade  
Title: President

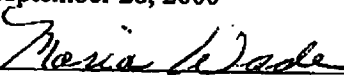
THERMPRODUCTS, INC., formerly known as  
Thermcore Products, Inc.

By:   
Name: David R. Wade  
Title: President

  
\_\_\_\_\_  
David R. Wade, Trustee of the David R. Wade  
Trust dated May 6, 1999, as amended and  
restated on September 28, 2000

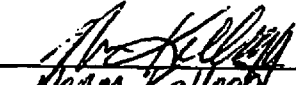
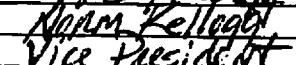

  
\_\_\_\_\_  
David R. Wade, individually

  
\_\_\_\_\_  
Maria Wade, Trustee of the Maria Wade Trust  
dated May 6, 1999, as amended and restated on  
September 28, 2000

  
\_\_\_\_\_  
Maria Wade, individually

**Bank:**

FIRST FINANCIAL BANK, NATIONAL  
ASSOCIATION

By:   
\_\_\_\_\_  
Name:   
\_\_\_\_\_  
Title:   
\_\_\_\_\_  
Vice President

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## Exhibit A

### Summary of Loan Documents

1. Promissory Note dated December 2, 2007, in the original principal amount of \$5,000,000.00, as amended, given by Global Heating Solutions, Inc., Truheat, Inc., Truheat SJB, Inc., Electro-Heat, Inc., Aquatemp Products, Inc., Electro-Flex Heat, Inc., Thermcore Products, Inc. (now known as Thermproducts, Inc.), 700 Grand Street, L.L.C. and Braewood II L.L.C., as amended ("Note No. 1").
2. Promissory Note dated December 2, 2007, in the original principal amount of \$1,000,000.00, as amended, given by Global Heating Solutions, Inc., Truheat, Inc., Truheat SJB, Inc., Electro-Heat, Inc., Aquatemp Products, Inc., Electro-Flex Heat, Inc., Thermcore Products, Inc. (now known as Thermproducts, Inc.), 700 Grand Street, L.L.C. and Braewood II L.L.C., as amended ("Note No. 2").
3. Promissory Note dated February 28, 2006, in the original principal amount of \$186,000.00, as amended, given by Global Heating Solutions, Inc., Truheat, Inc., Truheat SJB, Inc., Electro-Heat, Inc., Aquatemp Products, Inc., Electro-Flex Heat, Inc., Thermcore Products, Inc. (now known as Thermproducts, Inc.), 700 Grand Street, L.L.C. and Braewood II L.L.C. ("Note No. 3").
4. Promissory Note dated February 28, 2006, in the original principal amount of \$500,000.00, as amended, given by Global Heating Solutions, Inc., Truheat, Inc., Truheat SJB, Inc., Electro-Heat, Inc., Aquatemp Products, Inc., Electro-Flex Heat, Inc., Thermcore Products, Inc. (now known as Thermproducts, Inc.), 700 Grand Street, L.L.C. and Braewood II L.L.C., as amended ("Note No. 4").
5. Promissory Note dated March 30, 2004, in the original principal amount of \$336,000.00, as amended, given by Braewood II L.L.C., as amended ("Note No. 5").
6. Promissory Note dated June 22, 2005, in the original principal amount of \$900,000.00, as amended, given by Electro-Heat, Inc., as amended ("Note No. 6").
7. Promissory Note dated February 23, 2005, in the original principal amount of \$1,880,000.00, as amended, given by 700 Grand Street, L.L.C. and Truheat, Inc., as amended ("Note No. 7").
8. Security Agreement dated February 28, 2006, given by Global Heating Solutions, Inc.
9. Security Agreement dated February 28, 2006, given by Truheat, Inc.
10. Security Agreement dated February 28, 2006, given by Truheat SJB, Inc.
11. Security Agreement dated February 28, 2006, given by Thermcore Products, Inc. (now ThermProducts, Inc.
12. Security Agreement dated February 28, 2006, given by Electro-Flex Heat, Inc.



13. Security Agreement dated February 28, 2006, given by Electro-Heat, Inc.
14. Security Agreement dated February 28, 2006, given by Aquatemp Products, Inc.
15. Continuing Guaranty Agreement dated February 28, 2006, given by David R. Wade, individually and as Trustee, and Maria Wade, individually and as Trustee.
16. Continuing Guaranty Agreement dated March 30, 2004, given by David R. Wade, individually, and Maria Wade, individually, with respect to the indebtedness of Braewood II, L.L.C.
17. Continuing Guaranty Agreement dated March 30, 2004, given by Electro-Heat, Inc., with respect to the indebtedness of Braewood II, L.L.C.
18. Continuing Guaranty Agreement dated June 22, 2005, given by David R. Wade, individually, and Maria Wade, individually, with respect to the indebtedness of Electro-Heat, Inc.
19. Continuing Guaranty Agreement dated June 22, 2005, given by Braewood II, L.L.C., with respect to the indebtedness of Electro-Heat, Inc.
20. Continuing Guaranty Agreement dated February 23, 2005, given by David R. Wade, individually, and Maria Wade, individually, with respect to the indebtedness of 700 Grand Street, LLC and Truheat, Inc.
21. Continuing Guaranty Agreement dated February 23, 2005, given by Truheat SJB, Inc.,

**Exhibit B**

**Description of Collateral**

All tangible and intangible personal property and fixtures owned by the Obligors, including without limitation, all goods, equipment, inventory, farm products, accounts, documents, instruments, investment property, general intangibles, chattel paper, deposit accounts, letters-of-credit rights, and supporting obligations and all books, recorded and data relating to the foregoing.

Specifically excluding any rights or obligations of any of the Borrowers under any Master Purchase Agreement and Supply Term between any of the Borrowers and Value Heat, LLC dated April 3, 2009.