

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMI Products, LLC		09/13/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FMI Acquisition, LLC		
Street Address:	2701 South Harbor Boulevard		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92704		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	75891737	FMI	
Serial Number:	77564056	EMBER MASTER	
Serial Number:	76517729	FMI FIREPLACES FOR BUILDERS	
Serial Number:	78822826	FMI	
Serial Number:	78553461	VERSAFIRE	
Serial Number:	76554349	DESIGN DYNAMICS INNOVATION ON FIRE	
Serial Number:	78822866	FMI FIREPLACES FOR BUILDERS	
Serial Number:	76593116	THE NEW NAME IN FLAME	
Serial Number:	78940929	MOSAIC MASONRY	
Serial Number:	77923003	VESTAFLAME	
Serial Number:	77923004	COMFORT FLAME	
Serial Number:	77949789	VANTAGE HEARTH	
CORRESPONDENCE DATA			

Fax Number: 2028576395
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.443.7604
Email: koines.kristen@arentfox.com
Correspondent Name: Craig Gelfound
Address Line 1: 555 West Fifth Street, 48th Floor
Address Line 2: c/o Arent Fox LLP
Address Line 4: Los Angeles, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	031445-00000
NAME OF SUBMITTER:	Craig A. Gelfound
Signature:	/Craig A. Gelfound/
Date:	01/08/2013

Total Attachments: 5
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BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter this "Assignment"), is entered as of September 13, 2012, by and between FMI Products, LLC, a California limited liability company ("Assignor"), and FMI Acquisition, LLC, a Delaware limited liability company ("Assignee") and a wholly-owned subsidiary of Lennox Hearth Holdings, LLC, a Delaware limited liability company. Terms used herein and not otherwise defined shall have the meanings set forth in Purchase Agreement (as defined herein).

WHEREAS, pursuant to and in connection with that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 7, 2012, by and among Assignee, Assignor, and the Members of Assignor, Assignor desires to sell, assign, convey, and transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Business Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements contained herein, the payments made by Assignee to Assignor in accordance with the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers exclusively unto Assignee and its successors and assigns, all rights, title, and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Business Intellectual Property, together with:

- a. all goodwill symbolized thereby and/or associated therewith;
- b. any renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions thereof (as applicable);
- c. any rights to file applications and receive patents thereon (as applicable), the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term for which the said patent is or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made;
- d. the right to sue or make claims for any past, present, or future infringement, misappropriation, or unauthorized use thereof; and
- e. the right to all income, royalties, damages, and other payments that are now or may hereafter become due or payable with respect to the Business Intellectual Property, including, without limitation, damages for any past, present, or future infringement, misappropriation, or unauthorized use thereof;

all of such rights, title, and interest to be held and enjoyed by Assignee and its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this Assignment not been made.

The foregoing assignment specifically includes, without limitation, the Business Intellectual Property listed in Schedule 2.15(a) of the Purchase Agreement and the attachment thereto.

2. Further Assurance. Assignor hereby covenants and agrees to provide all further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to all Business Intellectual Property, in Assignee, its successors, assigns, or other legal representatives.

3. Governing Law. This Assignment shall be governed by the internal laws of the State of Delaware as to all matters, including matters of validity, construction, effect, and performance.

4. Amendments; Waivers, Etc. Neither this Assignment nor any term hereof may be amended, modified, waived, discharged, or terminated other than by an instrument in writing, signed by Assignor and Assignee.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns but no such assignment shall relieve a party of its obligations hereunder.

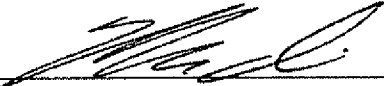
6. Counterparts. This Assignment may be executed in two or more counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

* * *

IN WITNESS WHEREOF, the parties have entered into this Business Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

FMI PRODUCTS, LLC

By: 

Name: Mark Klein

Title: Chief Executive Officer

ASSIGNEE:

FMI ACQUISITION, LLC

By: _____

Name: John Caple

Title: Authorized Signatory

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have entered into this Business Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

FMI PRODUCTS, LLC

By: _____

Name: Mark Klein

Title: Chief Executive Officer

ASSIGNEE:

FMI ACQUISITION, LLC

By: _____

Name: John Caple

Title: Authorized Signatory

[SIGNATURE PAGE TO BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 004938 FRAME: 0692

