

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MONESSEN HEARTH SYSTEMS COMPANY		12/17/2013	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent
Street Address:	120 South LaSalle Street, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2848204	AMBIENT TECHNOLOGIES
Registration Number:	2549415	ASPEN
Registration Number:	1756868	BRILLIANCE
Registration Number:	3382961	CFM
Registration Number:	3630891	DEFIANT
Registration Number:	2052289	DUTCHWEST
Registration Number:	2575464	ENCORE
Registration Number:	1173064	INTREPID
Registration Number:	3059257	LEXFIRE BURN SYSTEM
Registration Number:	2841064	LEXINGTON FORGE
Registration Number:	3771348	MAJESTIC
Registration Number:	2234594	MAXIHEARTH
Registration Number:	3770599	MONESSEN
Registration Number:	3405872	PRIME HEAT

**TRADEMARK**

Registration Number:	2904045	RADIANCE
Registration Number:	1592899	RESOLUTE ACCLAIM
Registration Number:	1600662	SEQUOIA
Registration Number:	3609107	SIGNATURE COMMAND
Registration Number:	3929192	SMART MODE
Registration Number:	2776471	SPLENDOR GLOW
Registration Number:	2587489	STARDANCE
Registration Number:	1506999	SUPERHEARTH
Registration Number:	1102056	TEMCO
Registration Number:	2670511	THE LOOK AND FEEL OF A REAL WOOD FIRE
Registration Number:	2990105	TOUCH LIGHT
Registration Number:	3454241	TRIPLE PLAY BURNER SYSTEM
Registration Number:	2769860	VERMONT CASTINGS
Registration Number:	1323976	VERMONT CASTINGS
Registration Number:	1252241	VERMONT CASTINGS
Registration Number:	3679608	VIGILANT
Registration Number:	1582443	WINTERWARM
Registration Number:	1913197	WONDERFIRE
Registration Number:	1580080	THE FIRESIDE ADVISOR
Registration Number:	1586638	MAJESTIC
Registration Number:	1615588	
Registration Number:	1208425	PYRO MASTER
Registration Number:	1170060	RESOLUTE
Registration Number:	1162615	MARTIN
Registration Number:	0700363	MAJESTIC
Registration Number:	0381703	TEMCO
Registration Number:	1130788	MI MARTIN INDUSTRIES
Registration Number:	1173069	QUADRA-THERM
Registration Number:	1193112	MI
Registration Number:	1187536	WARM MORNING
Serial Number:	85805367	FLEXBURN

**CORRESPONDENCE DATA**

Fax Number: 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**TRADEMARK**  
**REEL: 005176 FRAME: 0179**

Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher, Paralegal  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

6613.036

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

12/18/2013

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), made as of the 17th day of December, 2013 by and between MONESSEN HEARTH SYSTEMS COMPANY, a Kentucky corporation (the "Borrower"), and THE PRIVATEBANK AND TRUST COMPANY, as administrative agent for the Lenders (the "Agent").

### WITNESSETH

WHEREAS, Borrower, Agent, and the financial institutions from time to time party thereto as lenders (the "Lenders") are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for its benefit and the benefit of the Lenders, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present

and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent and Lenders that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements.

Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreements shall

operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and Lenders, their respective successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.



IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

MONESSEN HEARTH SYSTEMS COMPANY

By 

Title

CEO

Agreed and Accepted  
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By \_\_\_\_\_

Title \_\_\_\_\_

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

MONESSEN HEARTH SYSTEMS COMPANY

By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By Auxan Jantz  
Title Managing Director

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

Country	Mark	App. No.	Filed	Reg. No.	Reg. Date
U.S.	AMBIENT TECHNOLOGIES	76/344927	Dec. 4, 2001	2848204	June 1, 2004
U.S.	ASPEN	76/113904	Aug. 22, 2000	2549415	Mar. 19, 2002
U.S.	BRILLIANCE	74/291717	July 1, 1992	1756868	Mar. 9, 1993
U.S.	CFM & DESIGN	78/715987	Sep. 19, 2005	3382961	Feb. 12, 2008
U.S.	DEFIANT	77/600817	Oct. 27, 2008	3630891	June 2, 2009
U.S.	DUTCHWEST	75/053251	Feb. 5, 1996	2052289	Apr. 15, 1997
U.S.	ENCORE	76/114356	Aug. 22, 2000	2575464	June 4, 2002
U.S.	INTREPID	73/237544	Nov. 1, 1979	1173064	Oct. 13, 1981
U.S.	LEXFIRE BURN SYSTEM	76/400979	Apr. 26, 2002	3059257	Feb. 14, 2006
U.S.	LEXINGTON FORGE	76/400980	Apr. 26, 2002	2841064	May 11, 2004
U.S.	MAJESTIC	77/814313	Aug. 27, 2009	3771348	Apr. 6, 2010
U.S.	MAXIHEARTH	75/055806	Feb. 9, 1996	2234594	Mar. 23, 1999
U.S.	MONESSEN	77/799332	Aug. 7, 2009	3770599	Apr. 6, 2010
U.S.	PRIME HEAT	76/600748	July 6, 2004	3405872	Apr. 1, 2008
U.S.	RADIANCE	76/114358	Aug. 22, 2000	2904045	Nov. 23, 2004
U.S.	RESOLUTE ACCLAIM	73/808313	June 22, 1989	1592899	Apr. 24, 1990
U.S.	SEQUOIA	73/808311	June 22, 1989	1600662	June 12, 1990
U.S.	SIGNATURE COMMAND	76/678668	June 25, 2007	3609107	Apr. 21, 2009
U.S.	SMART MODE	77/737757	May 15, 2009	3929192	Mar 8, 2011
U.S.	SPLENDOR GLOW	76/341853	Nov. 19, 2001	2776471	Oct. 21, 2003
U.S.	STARDANCE	76/113774	Aug. 22, 2000	2587489	July 2, 2002
U.S.	SUPERHEARTH	73/662640	May 26, 1987	1506999	Oct. 4, 1988
U.S.	TEMCO	73/160263	Feb. 27, 1978	1102056	Sep. 12, 1978
U.S.	THE LOOK AND FEEL OF A REAL WOOD FIRE	76/034471	Apr. 25, 2000	2670511	Dec. 31, 2002
U.S.	TOUCH LIGHT	76/540209	Aug. 26, 2003	2990105	Aug. 30, 2005
U.S.	TRIPLE PLAY BURNER SYSTEM	76/653222	Jan. 10, 2006	3454241	June 24, 2008
U.S.	VERMONT CASTINGS	76/312517	Sep. 14, 2001	2769860	Sep. 30, 2003
U.S.	VERMONT CASTINGS	73/434766	July 15, 1983	1323976	Mar. 12, 1985
U.S.	VERMONT CASTINGS	73/315222	June 18, 1981	1252241	Sep. 27, 1983
U.S.	VIGILANT	77/678982	Feb. 26, 2009	3679608	Sep. 8, 2009
U.S.	WINTERWARM	73/808314	June 22, 1989	1582443	Feb. 13, 1990
U.S.	WONDERFIRE	74/561440	Aug. 15, 1994	1913197	Aug. 22, 1995
Canada	AMBIENT TECHNOLOGIES	1,128,676	Jan. 21, 2002	TMA631,507	Jan. 28, 2005
Canada	ASPEN	1,047,622	Feb. 22, 2000	TMA558,681	Mar. 1, 2002
Canada	BRILLIANCE	1,047,631	Feb. 22, 2000	TMA552,582	Oct. 18, 2001
Canada	CFM & DESIGN	587,198	Jul. 3, 1987	TMA341,826	Jun. 17, 1988
Canada	CFM MAJESTIC INC. & DESIGN	807,254	Mar. 15, 1996	TMA520,343	Dec. 6, 1999
Canada	CHATEAU	1,172,352	Mar. 24, 2003	TMA614,000	Jul. 2, 2004
Canada	DEFIANT	474,914	Sep. 2, 1981	TMA269,801	Jun. 4, 1982
Canada	DUTCHWEST	1,047,658	Feb. 22, 2000	TMA551,837	Oct. 3, 2001
Canada	ENCORE	1,047,627	Feb. 22, 2000	TMA552,306	Oct. 11, 2001
Canada	EVERBURN	1,244,013	Jan. 12, 2005	TMA706,277	Feb. 1, 2008
Canada	INSTA-FLAME & DESIGN	799,692	Dec. 13, 1995	TMA520,135	Nov. 30, 1999
Canada	INSTA-FLAME BY MAJESTIC & DESIGN	807,256	Mar. 15, 1996	TMA523,127	Feb. 15, 2000
Canada	INTREPID	490,392	Aug. 4, 1982	TMA281,025	Jun. 30, 1983

Country	Mark	App. No.	Filed	Reg. No.	Reg. Date
Canada	MAJESTIC	357,054	Sep. 15, 1972	TMA191,322	May 25, 1973
Canada	MAJESTIC FIREPLACES & M DESIGN	1,292,385	Mar. 3, 2006	TMA736,836	Mar. 24, 2009
Canada	NF NORTHERN FLAME GAS FIREPLACES & DESIGN	853,252	Aug. 11, 1997	TMA520,270	Dec. 3, 1999
Canada	PATIOCARE	899,319	Dec. 11, 1998	TMA587,432	Aug. 19, 2003
Canada	PET PARTNER	1,122,803	Nov. 20, 2001	TMA604,691	Mar. 10, 2004
Canada	PET'S OWN	1,140,139	May 8, 2002	TMA597,645	Dec. 16, 2003
Canada	PINNACLE	1,047,628	Feb. 22, 2000	TMA552,584	Oct. 18, 2001
Canada	RADIANCE	1,047,629	Feb. 22, 2000	TMA584,699	Jul. 8, 2003
Canada	RESOLUTE ACCLAIM	1,047,620	Feb. 22, 2000	TMA552,307	Oct. 11, 2001
Canada	STARDANCE	1,047,630	Feb. 22, 2000	TMA552,583	Oct. 18, 2001
Canada	TEMCO	425,690	Jun. 5, 1978	TMA238,147	Dec. 14, 1979
Canada	THE CFM MAJESTIC PRODUCTS COMPANY & DESIGN	807,255	Mar. 15, 1996	TMA526,971	Apr. 25, 2000
Canada	THE FIRESIDE ADVISOR	1,047,671	Feb. 22, 2000	TMA551,998	Oct. 5, 2001
Canada	THE MAJESTIC PRODUCTS COMPANY & DESIGN	807,253	Mar. 15, 1996	TMA523,494	Feb. 22, 2000
Canada	VERMONT CASTINGS	1,054,997	Apr. 13, 2000	TMA596,586	Dec. 4, 2003
Canada	VERMONT CASTINGS	1,115,701	Sep. 17, 2001	TMA615,848	Jul. 27, 2004
Canada	VERMONT CASTINGS & DESIGN	1,115,702	Sep. 17, 2001	TMA615,753	Jul. 27, 2004
Canada	VERMONT CASTINGS DESIGN	1,292,386	Mar. 3, 2006	TMA736,446	Mar. 17, 2009
Canada	VIGILANT	474,913	Sep. 2, 1981	TMA269,800	Jun. 4, 1982
Canada	WINTERWARM	1,047,621	Feb. 22, 2000	TMA552,555	Oct. 17, 2001
Australia	INTREPID	380924		380924	Sept. 13, 1982
Australia	DEFIANT ENCORE	467667		467667	June 25, 1987
Benelux	INTREPID	47593		383739	Sept. 17, 1982
Benelux	VERMONT LOGO	848824		576965	May 24, 1995
Denmark	INTREPID	1982-3596VA		1983-1204	Apr. 22, 1983
Europe	DEFIANT	2927382		2927382	Mar. 11, 2004
France	RESOLUTE	INPI284775		1660783	Oct. 4, 1991
France	VIGILANT	INPI284776		1660784	Oct. 4, 1991
France	DEFIANT	INPI284777		1660785	Oct. 4, 1991
France	INTREPID	INPI639816		1212896	Feb. 4, 1983
France	VERMONT LOGO	95/573613		95/573613	Nov. 17, 1995
France	DEFIANT ENCORE	INPI1864865		1416378	Dec. 18, 1987
Germany	VERMONT LOGO	39521989.2		39521989	July 18, 1996
Germany	INTREPID	V-18100-11WZ		1044226	Feb. 2, 1983

Country	Mark	App. No.	Filed	Reg. No.	Reg. Date
Italy	VERMONT LOGO	177 95 VI (original appl. no.)  320 2005 VI (renewap appl. no.)		738978	Jan. 21, 1998
Japan	INTREPID	S57- 087566		1713466	Sept. 26, 1984
Japan	MAJESTIC & CROWN DESIGN	54-49362		1546362	Oct. 27, 1982
Japan	MAJESTIC & CROWN DESIGN	54-49361		1573786	Mar. 28, 1983
Japan	VERMONT CASTINGS	H03- 072628		2636511	Mar. 31, 1994
Mexico	MAJESTIC & DESIGN	159675			
Norway	INTREPID	19822344		116004	Mar. 15, 1984
Norway	DEFIANT ENCORE	19872586		134270	Nov. 17, 1988
Spain	VERMONT LOGO	1969982M 4		1969982M4	Dec. 5, 1995
Sweden	DEFIANT	1981-3421		179280	Dec. 4, 1981
Sweden	INTREPID	198204626		185181	Feb. 4, 1983
Sweden	DEFIANT ENCORE	1987- 05072		212189	Sept. 23, 1989
Switzerl and	DEFIANT	1983-1522		P326454	Nov. 14, 1983
Switzerl and	INTREPID	1983-1523		P326455	Nov. 14, 1983
UK	CFM & DESIGN	2404126		2404126	Mar. 9, 2007
UK	VERMONT CASTINGS	2279632		2279632	Dec. 9, 2005
UK	VERMONT CASTINGS & DESIGN	2279634		2279634	Nov. 12, 2004
UK	DEFIANT	1154231		1154231	Mar. 9, 1983
UK	INTREPID	1180063		1180063	Feb. 15, 1984
UK	RESOLUTE	1154232		1154232	Sept. 21, 1983
UK	VERMONT & DEVICE VERMONT LOGO	2043044		2043044	Sept. 20, 1996
UK	VIGILANT	1154233		1154233	June 26, 1985
UK	DEFIANT ENCORE	1314200		1314200	July 12, 1989

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
THE FIRESIDE ADVISOR	1580080	01/30/90	Monessen Hearth Systems Company
MAJESTIC	1586638	03/13/90	Monessen Hearth Systems Company
None (design only)	1615588	10/02/90	Monessen Hearth Systems Company
PYRO MASTER	1208425	09/14/82	Monessen Hearth Systems Company
RESOLUTE	1170060	09/22/81	Monessen Hearth Systems Company
MARTIN	1162615	07/28/81	Monessen Hearth Systems Company
MAJESTIC	0700363	07/05/60	Monessen Hearth Systems Company
TEMCO	0381703	10/01/40	Monessen Hearth Systems Company
MI MARTIN INDUSTRIES	1130788	02/12/80	Monessen Hearth Systems Company

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
QUADRA-THERM	1173069	10/13/81	Monessen Hearth Systems Company
MI	1193112	04/06/82	Monessen Hearth Systems Company
WARM MORNING	1187536	01/26/82	Monessen Hearth Systems Company

TRADEMARK APPLICATIONS

Country	Mark	App. No.	Filed	Reg. No.	App. Date
U.S.	FLEXBURN	85/805367	Dec. 18, 2012		Dec. 18, 2012