

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Hearth Products LLC		07/22/2019	Limited Liability Company: DELAWARE
IHP Operators, LLC		07/22/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Siena Lending Group LLC
Street Address:	9 W. Broad Street
Internal Address:	5th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2789986	ADVANTAGE
Registration Number:	2026036	CASCADE
Registration Number:	1977235	FASTFIRE
Registration Number:	1851938	FIREPLUS
Registration Number:	2255386	MERIT
Registration Number:	2404291	MERIT PLUS
Registration Number:	2591086	SECURE FLEX
Registration Number:	1135698	SUPERIOR
Registration Number:	1776419	WHITFIELD
Registration Number:	1618646	WHITFIELD
Registration Number:	4614693	IRONSTRIKE
Registration Number:	4614694	ASTRIA
Registration Number:	3886150	BIS
Registration Number:	4668021	INNOVATIVE HEARTH PRODUCTS
Registration Number:	4668037	IHP INNOVATIVE HEARTH PRODUCTS
Registration Number:	3999217	MOSAIC MASONRY

OP \$490.00 2789986

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4629913	SUPERIOR FIREPLACES
Registration Number:	4629914	ASTRIA FIREPLACES
Registration Number:	4629915	IRONSTRIKE HEAT FOR LIFE

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01085
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/30/2019

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”) dated as of July 22, 2019 by INNOVATIVE HEARTH PRODUCTS LLC, a Delaware limited liability company (“*Grantor 1*”) and IHP OPERATIONS, LLC, a Delaware limited liability company (“*Grantor 2*”) and together with Grantor 1, collectively, the “*Grantors*” and each individually, a “*Grantor*”) in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, “Lender”):

W I T N E S S E T H

WHEREAS, each Grantor, certain Grantors’ affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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, each Grantor agrees as follows:

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

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

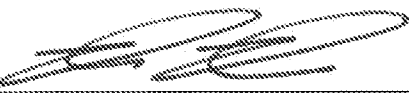
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.


[Remainder of Page Intentionally Blank]

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

INNOVATIVE HEARTH PRODUCTS LLC

By: 
Name: Tom Krebs
Title: President & Chief Executive Officer

IHP OPERATIONS, LLC

By: 
Name: Tom Krebs
Title: President & Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: Anthony Lavinio

Title: Authorized Signatory

By: 

Name: Steven Sanicola

Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

S-2

TRADEMARK
REEL: 006707 FRAME: 0097

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	Registration Date	Patent Number
Innovative Hearth Products LLC	ETHANOL-BURNING HEARTH APPARATUS	10/09/2008	9,086,220 B2
Innovative Hearth Products LLC	HEARTH APPARATUS	06/30/2015	9,562,693
Innovative Hearth Products LLC	BRICK ASSEMBLY WITH MAGNETIC ATTACHMENT, AND METHODS OF MAKING AND USE THEREOF	07/10/2009	9,651,264
Innovative Hearth Products LLC	HOOD FOR EMISSION CONTROL FOR FIREPLACE	07/13/2010	9,874,352 B2
Innovative Hearth Products LLC	FIREPLACE SCREEN	11/29/2010	8,800,546
Innovative Hearth Products LLC	HEATING DEVICE	10/14/2011	8,915,240
Innovative Hearth Products LLC	THIN FLAME BURNER	08/22/2011	8,956,155
Innovative Hearth Products LLC	REFRACTORY PANEL FOR A FIREPLACE	08/22/2011	8,800,547
Innovative Hearth Products LLC	FLUSH-MOUNTED FIREPLACE ASSEMBLY	02/24/2012	9,004,060
Innovative Hearth Products LLC	FLUSH-MOUNTED FIREPLACE ASSEMBLY	03/04/2015	9,383,110
Innovative Hearth Products LLC	FIREPLACE ASSEMBLY	02/24/2012	D664,638
Innovative Hearth Products LLC	FIREPLACE SCREEN	06/14/2011	D639,926
Innovative Hearth Products LLC	GAS BURNER	01/31/2006	6,991,454

[Schedule 1 to Intellectual Property Security Agreement]

Innovative Hearth Products LLC	HEATING APPARATUS	10/21/1997	5,678,534
Innovative Hearth Products LLC	LOW EMISSION FIREPLACE	09/26/2000	6,123,066
Innovative Hearth Products LLC	LOW EMISSION FIREPLACE	10/06/1998	5,816,237
Innovative Hearth Products LLC	GAS FIREPLACE FRONT	03/27/2001	D439,642
Innovative Hearth Products LLC	GAS FIREPLACE FRONT	03/21/2000	D421,795
Innovative Hearth Products LLC	WAVE FLAME CONTROL	12/19/2000	6,162,045
Innovative Hearth Products LLC	GAS FIREPLACE WITH ROTATING LOG ASSEMBLY	10/10/2000	6,129,079
Innovative Hearth Products LLC	LOW EMISSION FIREPLACE	08/07/2001	6,269,809
Innovative Hearth Products LLC	FIREPLACE	08/08/2001	6,227,194
Innovative Hearth Products LLC	FUEL BURNER FOR HEATING AND DRYING SYSTEMS	04/13/1999	5,893,358
Innovative Hearth Products LLC	COAXIAL FLUE-SYSTEM FOR DIRECT-VENT FIREPLACES	05/16/2000	6,062,608
IHP Operations, LLC	REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	03/13/2008	8,910,623

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Number
Innovative Hearth Products LLC	ADVANTAGE	2789986
Innovative Hearth Products LLC	CASCADE	2026036
Innovative Hearth Products LLC	FASTFIRE	1977235
Innovative Hearth Products LLC	FIREPLUS	1851938

[Schedule 1 Intellectual Property Security Agreement]

Innovative Hearth Products LLC	MERIT	2255386
Innovative Hearth Products LLC	MERIT PLUS	2404291
Innovative Hearth Products LLC	SECURE FLEX	2591086
Innovative Hearth Products LLC	SUPERIOR	1135698
Innovative Hearth Products LLC	WHITFIELD	1776419
Innovative Hearth Products LLC	WHITFIELD (LOGO)	1618646
Innovative Hearth Products LLC	IRONSTRIKE	4614693
Innovative Hearth Products LLC	ASTRIA	4614694
Innovative Hearth Products LLC	BIS	3886150
Innovative Hearth Products LLC	INNOVATIVE HEARTH PRODUCTS	4668021
Innovative Hearth Products LLC	IHP INNOVATIVE HEARTH PRODUCTS & DESIGN	4668037
Innovative Hearth Products LLC	MOSAIC MASONRY	3999217
Innovative Hearth Products LLC	SUPERIOR FIREPLACES & DESIGN	4629913
Innovative Hearth Products LLC	ASTRIA FIREPLACES & DESIGN	4629914
Innovative Hearth Products LLC	IRONSTRIKE HEAT FOR LIFE & DESIGN	4629915

(c) Copyrights and Copyright Licenses - NONE

POWER OF ATTORNEY

INNOVATIVE HEARTH PRODUCTS LLC, a Delaware limited liability company (“Grantor”), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof (“Lender”) under that certain Loan and Security Agreement among Lender Grantor and certain other Loan Party Obligors dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Party Obligors, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Agreement”), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

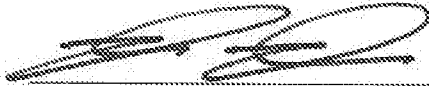
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this
18 day of JULY, 2019.

INNOVATIVE HEARTH PRODUCTS LLC

By: 
Name: Tom Krebs
Title: President & Chief Executive Officer

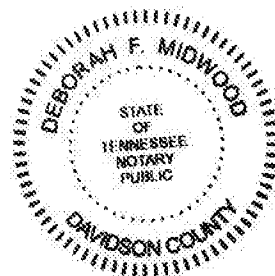
[Signature page to Power of Attorney to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Tennessee : SS
COUNTY OF Davidson :

On this 18 day of July, 2019 before me personally appeared Tom Krebs, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Innovative Hearth Products LLC, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Deborah F. Midwood
Notary Public
My Commission Expires: 05/03/2021



Acknowledgement to Intellectual Property Security Agreement

POWER OF ATTORNEY

IHP OPERATIONS, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement among Lender Grantor and certain other Loan Party Obligors dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Party Obligors, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Acknowledgement to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this
10 day of July, 2019.

IHP OPERATIONS, LLC

By: 

Name: Tom Krebs

Title: President & Chief Executive Officer

[Signature page to Power of Attorney to Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Tennessee : SS
COUNTY OF Davidson :

On this 14 day of July, 2019, before me personally appeared Tom Krebs, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of IHP OPERATIONS, LLC, and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Deborah F. Midwood
Notary Public
My Commission Expires: 07/09/2021



[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]