

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duraflame, Inc.		09/30/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4633148	QUICKSEAR	
Registration Number:	4491622	DURAFLAME	
Registration Number:	4380659	ILLUMA	
Registration Number:	4309851	ILLUMA-FUEL	
Registration Number:	4126203	START SOMETHING GOOD	
Registration Number:	3949313	DURAFLAME STIX	
Registration Number:	3703267	GRILLWISE	
Registration Number:	3596296	STAX	
Registration Number:	3596297	FIREWISE	
Registration Number:	2883245	FLUE-RENEW	
Registration Number:	2614107	HEARTH-FIRE	
Registration Number:	2526304	COLORLOG	
Registration Number:	2390029	DURAFLAME	
Registration Number:	2376077	CRACKLEFLAME	
Registration Number:	2173962	ANYTIME	
Registration Number:	2166605	EASYTIME	
Registration Number:	2446648	FIRETIME	
Registration Number:	2173955	XTRATIME	

OP \$765.00 4633148

Property Type	Number	Word Mark
Registration Number:	2108237	WOODLITE
Registration Number:	2019863	INSTA-MATCH
Registration Number:	1870971	CAL OAK
Registration Number:	1954020	FIRESTART
Registration Number:	1777608	QUICK START
Registration Number:	1663916	FIRESTART
Registration Number:	1660481	QUIKSTART
Registration Number:	1527278	DURAFLAME
Registration Number:	1338716	DURAFLAME
Registration Number:	1315305	
Registration Number:	1330443	DURAFLAME
Registration Number:	1331575	DURAFLAME

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: SUSAN M. KORNFIELD

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 10/04/2019

Total Attachments: 9

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of September 30, 2019, by and from the grantor party hereto (the "Grantor"), to and in favor of COMERICA BANK (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the lenders party thereto (the "Lenders"), and the Secured Party are parties to that certain Revolving Credit and Term Loan Agreement dated September 30, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Grantor certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Security Agreement dated September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the Trademarks (as defined in the Security Agreement) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Secured Obligations (as defined in the Security Agreement) and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of

the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing beyond any applicable cure periods, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the foregoing, this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks – which may be identified in Exhibit A – until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

DURAFLEAME, INC., a California corporation

By: 

Name: Parke M. Berolzheimer

Title: President and Chief Executive Officer





CONFIRMATORY GRANT OF SECURITY
INTEREST IN UNITED STATES TRADEMARKS



Exhibit A - SCHEDULE OF TRADEMARKS¹

TRADEMARKS FILED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE
U.S. TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
QUICKSEAR	85/871751	3/8/13	4,633,148	11/4/14
DURAFLAME	85/498638	12/19/11	4,491,622	3/4/14
ILLUMA	85/413585	9/1/11	4,380,659	8/6/13
ILLUMA-FUEL	85/413553	9/1/11	4,309,851	3/26/13
START SOMETHING GOOD	85/090044	7/21/10	4,126,203	4/10/12
DURAFLAME STIX	85/064366	6/16/10	3,949,313	4/19/11
GRILLWISE	77/609400	11/6/08	3,703,267	10/27/09
STAX	77/425821	3/19/08	3,596,296	3/24/09
FIREWISE	77/425846	3/19/08	3,596,297	3/24/09
FLUE-RENEW	78/228510	3/21/03	2,883,245	9/7/04
HEARTH-FIRE	76/120986	9/1/00	2,614,107	9/3/02
COLORLOG	76/034215	4/26/00	2,526,304	1/1/02
DURAFLAME	75/857122	11/24/99	2,390,029	9/26/00
CRACKLEFLAME	75/584709	11/9/98	2,376,077	8/8/00
ANYTIME	75/253951	3/6/97	2,173,962	7/14/98
EASYTIME	75/252292	3/5/97	2,166,605	6/16/98
FIRETIME	75/252106	3/5/97	2,446,648	4/24/01
XTRATIME	75/252053	3/5/97	2,173,955	7/14/98

¹ To be confirmed/updated upon receipt of IP search results

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WOODLITE	75/045392	1/18/96	2,108,237	10/28/97
INSTA-MATCH	74/649013	3/20/95	2,019,863	11/26/96
CAL OAK	74/470904	12/20/93	1,870,971	1/3/95
FIRESTART	74/461309	11/22/93	1,954,020	2/6/96
QUICK START	74/146459	3/11/91	1,777,608	6/22/93
	74/100058	9/24/90	1,663,916	11/12/91
	74/046939	4/9/90	1,660,481	10/15/91
	73/695083	11/13/87	1,527,278	2/28/89
DURAFLAME	73/374067	7/12/82	1,338,716	6/4/85
	73/373999	7/12/82	1,315,305	1/22/85

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	73/374002	7/12/82	1,330,443	4/16/85
	73/374029	7/12/82	1,331,575	4/23/85

TRADEMARKS FILED WITH THE CANADIAN INTELLECTUAL PROPERTY OFFICE



Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	ANYFIRE	10/29/2009	TMA751645
Duraflame, Inc.	XTRA	9/21/2010	TMA777693
Duraflame, Inc.	INSTA-MATCH	8/19/2002	TMA566003
Duraflame, Inc.	GRI LLW I SE	8/24/2010	TMA775447
Duraflame, Inc.	QUI CK COALS	3/3/2006	TMA660049
Duraflame, Inc.	JUMBO START	3/27/2007	TMA684752
Duraflame, Inc.	I RONW OOD	10/21/2003	TMA592698
Duraflame, Inc.	FI REW I SE	11/14/2011	TMA811689
Duraflame, Inc.	QUI CK START	5/22/2003	TMA582123

Duraflame, Inc.	DURAFLAME	12/5/1986	TMA321461
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Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	FI RESTART	5/2/2002	TMA561302
Duraflame, Inc.	FRESH LI GHT	6/18/2003	TMA583986
Duraflame, Inc.	STAX	5/16/2011	TMA797600
Duraflame, Inc.	OPEN AI R	9/25/2003	TMA590765
Duraflame, Inc.	HEARTH-FI RE	5/12/2003	TMA581241
Duraflame, Inc.	FLUE-RENEW	7/28/2004	TMA615955
Duraflame, Inc.		12/5/1986	TMA321460
Duraflame, Inc.		7/4/1986	TMA315994
Duraflame, Inc.	CRACKLEFLAME	6/22/2005	TMA642752
Duraflame, Inc.	EVERY NI GHT	Filed 6/22/2018	Application No. 1905940
Duraflame, Inc.	DURAFLAME EVERY NI GHT	Filed 6/22/2018	Application No. 1905939

TRADEMARKS FILED IN MEXICO

Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	ANYFI RE	7/28/2008	1051068
Duraflame, Inc.	STAX	8/28/2008	1057335
Duraflame, Inc.	FI REWISE	8/28/2008	1057336
Duraflame, Inc.	CELEBRI TE	9/27/2002	762952
Duraflame, Inc.	FRESH LI GHT	1/15/2002	729834
Duraflame, Inc.	ATMOSFI RE	9/25/2001	716578

Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	OPEN AIR	4/2/2001	708009
Duraflame, Inc.		Application Date: 2/14/1989	370451
Duraflame, Inc.		Application Date: 7/29/1988	358001
Duraflame, Inc.	DURAFLAME	Application Date: 4/13/1984	312628
Duraflame, Inc.	DURAFLAME	Application Date: 4/13/1984	318821

TRADEMARKS FILED IN BRAZIL

Grantor	Trademark	Registration Date	Registration Number
Duraflame, Inc.	DURAFLAME	11/13/1998	821208977