

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630858

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900587282

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENERCO GROUP, INC.		12/22/2020	Corporation: OHIO

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	77750072	MR. HEATER
Serial Number:	86879611	MR. HEATER
Serial Number:	78413893	TOUGH BUDDY
Serial Number:	78323880	BIG BUDDY
Serial Number:	86013893	BASECAMP OUTDOOR SYSTEMS
Serial Number:	76590943	BIG MAXX
Serial Number:	76573610	HEATSTAR BY ENERCO
Serial Number:	85170423	HEATSTAR CORDLESS
Serial Number:	85150757	HERO
Serial Number:	86428435	ENERCO
Serial Number:	73561941	THE ORIGINAL MR. HEATER
Serial Number:	76499608	TAG A LONG
Serial Number:	75896065	PORTABLE BUDDY
Serial Number:	78249123	ENERRADIANT
Serial Number:	77702301	LITTLE BUDDY
Serial Number:	85551095	
Serial Number:	85489660	QUIET BURNER TECHNOLOGY
Serial Number:	77674955	SUNRITE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74251932	TANKFOOT
Serial Number:	73423914	
Serial Number:	74598932	HELPING YOU MAKE THE RIGHT CONNECTION!
Serial Number:	86130889	
Serial Number:	87075657	
Serial Number:	85839592	HUNTING BUDDY
Serial Number:	87628179	TRUZERO
Serial Number:	87641322	MR. COOKER
Serial Number:	87679899	MH HOME
Serial Number:	88001893	CLEVELAND IRON WORKS
Serial Number:	88649731	
Serial Number:	88649054	JOURNEY
Serial Number:	88696213	BUDDY FLEX
Serial Number:	88772410	HEATSTAR
Serial Number:	90042303	JET
Serial Number:	90044338	HEATSTAR AG
Serial Number:	90044411	COMFORTER

CORRESPONDENCE DATA

Fax Number: 4153939887

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: 415-954-0200

Email: ip-squiretm@squirepb.com

Correspondent Name: Squire Patton Boggs (US) LLP

Address Line 1: 275 Battery Street, Suite 2600

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	120202.00059
NAME OF SUBMITTER:	Audrey Nicolson
SIGNATURE:	/audrey nicolson/
DATE SIGNED:	03/09/2021

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of December 22, 2020 by ENERCO GROUP, INC., an Ohio corporation (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

The Pledgor and each other Company named as a borrower therein (collectively, the “Borrowers” and, individually, each a “Borrower”) are entering into that certain Credit and Security Agreement, dated as of December 22, 2020, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”).

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the IP Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“IP Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those federally registered patents, trademarks and copyrights listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation,

financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that IP Collateral shall not include any Excluded Property.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the IP Collateral.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as of the date hereof as follows:

4.1. The Pledgor owns or has the right to use all of the IP Collateral and, whether the same are registered or unregistered, no such IP Collateral has been adjudged invalid or unenforceable.

4.2. The IP Collateral is valid and enforceable.

4.3. The Pledgor has no actual knowledge of any material claim that the use of any of the IP Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the IP Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the IP Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the IP Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Events of Default and Remedies.

5.1. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

5.2. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default, subject to any applicable grace periods; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the Assignment shall, at the option of the Administrative Agent, immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

5.3. If an Event of Default shall occur and be continuing, and shall not have been cured pursuant to any applicable cure provisions, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the IP Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the IP Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the IP Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of IP Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the IP Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the IP Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent

permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

6. Maintaining IP Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the IP Collateral, provided that the Pledgor shall not be obligated to maintain any IP Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such IP Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the IP Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the IP Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

7. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing or to the extent failure to take any of the following action would not reasonably be expected to have a Material Adverse Effect, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the complete and full payment of all of the Secured Obligations, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the IP Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the IP Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any IP Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

8. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the IP Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

9. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the

occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the IP Collateral, or to grant or issue any exclusive or nonexclusive license under the IP Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, upon giving reasonable notice to the Pledgor, do so in the Pledgor's name or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the IP Collateral.

11. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the IP Collateral, as evidenced by this Agreement.

12. New IP Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new IP Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof as provided in the Credit Agreement.

13. Modifications for New IP Collateral. The Pledgor shall execute any documents or instruments reasonably required by the Administrative Agent in order to modify this Agreement to include any future IP Collateral acquired or owned by Pledgor.

14. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, or the Administrative Agent or any Lender, mailed or delivered to it, addressed to such Person at its address specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, otherwise the following Business Day) or two (2) Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case with telephonic confirmation of receipt. All notices from the Pledgor to the Administrative Agent or any Lender pursuant to any of the provisions hereof shall not be effective until received by the Administrative Agent or such Lender, as the case may be.

15. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents 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.

16. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the IP Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this 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 Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

20. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, the Pledgor shall have the right to terminate this Agreement. Upon written request of the Pledgor, the Administrative Agent shall promptly execute and deliver to the Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest in the IP Collateral, and the Pledgor will indemnify the Administrative Agent in

all respects for all reasonable costs incurred by the Administrative Agent in connection with such termination.

21. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the IP Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

22. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

23. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with laws of the State of Ohio, without regard to principles of conflict of laws that would result in the application of the law of any other jurisdiction. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cuyahoga County, Ohio, over any action or proceeding arising out of or relating to this Agreement, the Secured Obligations, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.


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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE BORROWERS, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

ENERCO GROUP, INC.

By:



Mark Przybysz
Chief Financial Officer

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 007215 FRAME: 0699

SCHEDULE 1

1. Registered Trademarks:

Owner	Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
Enerco Group, Inc.	Big Buddy	CN	Registered	5,631,663	09/26/06	5,631,663	08/20/09
Enerco Group, Inc.	MR. HEATER	US	Registered	77/750,072	06/02/09	3,731,254	12/29/09
Enerco Group, Inc.	Mr. Heater	CA	Registered	1,461,325	12/02/09	TMA 785,510	12/21/10
Enerco Group, Inc.	Mr. Heater (Electric)	US	Registered	86/879,611	01/19/16	5,106,461	12/20/16
Enerco Group, Inc.	Tough Buddy	US	Registered	78/413,893	05/06/04	3,042,759	01/10/06
Enerco Group, Inc.	Mr. Heater	CTM	Registered	013361746	10/14/14	13361746	03/10/15
Enerco Group, Inc.	Mr. Heater (Electric)	CA	Registered	1775494	04/04/16	TMA967,478	04/04/17
Enerco Group, Inc.	Big Buddy	CA	Registered	1,408,583	08/26/08	TMA751,668	10/30/09
Enerco Group, Inc.	Mr. Heater	CN	Registered	5,636,331	09/28/06	5,636,331	12/07/09
Enerco Group, Inc.	Big Buddy	US	Registered	78/323,880	11/06/03	3,086,177	04/25/06
Enerco Group, Inc.	Tough Buddy	CA	Registered	5,631,662	09/26/06	5,631,662	08/28/09
Enerco Group, Inc.	Big Maxx	CN	Registered	5,636,333	09/28/06	5,636,333	03/28/10
Enerco Group, Inc.	Heatstar by Enerco &	CN	Registered	5,636,330	09/28/06	5,636,330	12/07/12

Owner	Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
	Device						
Enerco Group, Inc.	Basecamp Outdoor Systems	US	Registered	86/013,893	07/18/13	4,818,424	09/22/15
Enerco Group, Inc.	Big Maxx (stylized)	US	Registered	76/590,943	05/07/04	3,159,447	10/17/06
Enerco Group, Inc.	HeatStar by Enerco (and Design)	US	Registered	76/573,610	01/30/04	3,039,083	01/10/06
Enerco Group, Inc.	HeatStar Cordless	US	Registered	85/170,423	11/05/10	4,139,879	05/08/12
Enerco Group, Inc.	Basecamp Outdoor Systems	CN	Registered	13459283	10/31/13	13,459,283	04/21/15
Enerco Group, Inc.	Heatstar by Enerco (and Design)	CA	Registered	1,408,658	08/26/08	TMA752,665	11/10/09
Enerco Group, Inc.	Enerco & Device (logo)	CN	Registered	5,636,329	09/28/06	5,636,329	02/21/14
Enerco Group, Inc.	HERO	US	Registered	85/150,757	10/12/10	4,139,851	05/08/12
Enerco Group, Inc.	Mr. Heater	RU	Registered	201735712	10/14/14	570855	04/08/16
Enerco Group, Inc.	Enerco	US	Registered	86/428,435	10/20/14	4,975,958	06/14/16
Enerco Group, Inc.	The Original Mr. Heater	US	Registered	73/561,941	10/07/85	1,404,800	08/12/86
Enerco Group, Inc.	TAG A LONG	US	Registered	76/499,608	03/21/03	2,812,701	02/10/04
Enerco Group, Inc.	Portable Buddy	US	Registered	75/896,065	01/13/00	2,646,399	11/05/02

Owner	Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
Enerco Group, Inc.	Enerradiant (and Design)	US	Registered	78/249,123	05/13/03	2,853,731	06/15/04
Enerco Group, Inc.	Portable Buddy	CA	Registered	1,408,584	08/26/08	TMA751,667	10/30/09
Enerco Group, Inc.	Little Buddy	US	Registered	77/702,301	03/30/09	3,759,156	03/09/10
Enerco Group, Inc.	Octagonal Forced Air Heater Design	US	Registered	85/551,095	02/23/12	4,344,350	05/28/13
Enerco Group, Inc.	Quiet Burner Technology	US	Registered	85/489,660	12/07/11	4,423,241	10/22/13
Enerco Group, Inc.	Portable Buddy	CN	Registered	5,636,332	09/28/06	5,636,332	08/20/09
Enerco Group, Inc.	SUNRITE	US	Registered	77/674,955	02/20/09	3,753,242	02/23/10
Enerco Group, Inc.	Tankfoot	US	Registered	74/251,932	03/04/92	1,730,635	11/10/92
Enerco Group, Inc.	Design Only (circle, arrow)	US	Registered	73/423,914	05/02/83	1,292,076	08/28/84
Enerco Group, Inc.	Helping You Make the Right Connection	US	Registered	74/598,932	11/15/94	1,980,584	06/18/96
Enerco Group, Inc.	MH9BX (Portable Buddy Heater)	US	Registered	86/130,889	11/27/13	5,010,457	08/02/16
Enerco Group, Inc.	Tankfoot	CA	Registered	1,390,008	03/31/08	TMA779,633	10/13/10
Enerco Group, Inc.	Buddy Heater (Red Color)	US	Registered	87/075,657	06/17/16	5,342,860	11/21/17

Owner	Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
Enerco Group, Inc.	Starburst (logo)	CN	Registered	5,631,989	09/26/06	5,631,989	08/20/09
Enerco Group, Inc.	Hunting Buddy (#2)	US	Registered	85/839,592	02/04/13	4,637,781	11/11/14
Enerco Group, Inc.	TruZero	US	Registered	87/628,179	09/29/17	5,634,123	12/18/18
Enerco Group, Inc.	Mr. Cooker	US	Allowed	87/641,322	10/11/17	pending	pending
Enerco Group, Inc.	MH Home	US	Allowed	87/679,899	11/10/17	pending	pending
Enerco Group, Inc.	MH Home	CA	Published	1,875,354	12/28/17	pending	pending
Enerco Group, Inc.	Mr. Cooker	CA	Filed	1,891,681	04/04/18	pending	pending
Enerco Group, Inc.	Cleveland Iron Works	US	Registered	88/001,893	06/15/18	5,905,478	11/05/19
Enerco Group, Inc.	Cleveland Iron Works	CA	Published	1905680	06/21/18	pending	pending
Enerco Group, Inc.	Buddy Red Color mark	US	Registered	88/649,731	10/10/19	6,057,779	05/19/20
Enerco Group, Inc.	Journey	US	Registered	88/649,054	10/10/19	6,082,036	06/16/20
Enerco Group, Inc.	Buddy Flex	US	Registered	88/696,213	11/18/19	6,160,015	09/22/20
Enerco Group, Inc.	HeatStar	US	Registered	88/772,410	01/24/20	6,118,750	08/04/20
Enerco Group, Inc.	Buddy Red Color mark	CA	Filed	2021435	04/08/20	pending	pending
Enerco Group, Inc.	Buddy Flex	CA	Filed	2028857	05/18/20	pending	pending
Enerco Group, Inc.	Jet	US	Filed	90/042,303	07/08/20	pending	pending

Owner	Mark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
Group, Inc.							
Enerco Group, Inc.	Heatstar AG	US	Filed	90/044,338	07/09/20	pending	pending
Enerco Group, Inc.	Comforter	US	Filed	90/044,411	07/09/20	pending	pending

2. Patents and Patent Applications:

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
Enerco Group, Inc.	CA	Gas-Fired Portable Unvented Infrared Heater	2,541,122	9/30/2004	2,541,122	1/3/2012	Granted
Enerco Group, Inc.	CA	Gas-Fired Portable Unvented Infrared Heater	2,650,400	3/26/2007	2,650,400	4/19/2011	Granted
Enerco Group, Inc.	CA	Thermocouple Shut-Off For Portable Heater	2,713,971	8/20/2010	2,713,971	12/9/2014	Granted
Enerco Group, Inc.	CA	Portable Catalytic Heater	2,713,593	8/20/2010	2,713,593	12/22/2015	Granted
Enerco Group, Inc.	US	Portable Catalytic Heater	12/544,466	8/20/2009	8,684,276	4/1/2014	Granted
Enerco	US	Portable Catalytic	14/190,155	2/26/2014	9,222,682	12/29/2015	Granted

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
Group, Inc.		Heater					
Enerco Group, Inc.		Gas Fired Portable Unvented Infrared Heater with Enhanced Handling Means					
Enerco Group, Inc.	CA	Gas Fired Portable Unvented Infrared Heater Division #2	2,759,969	11/25/2011	2,759,969	12/31/2013	Granted
Enerco Group, Inc.	CA	Gas-Fired Portable Unvented Infrared Heater	2,759,762	11/25/2011	2,759,762	6/4/2013	Granted
Enerco Group, Inc.	CA	Gas-Fired Portable Unvented Infrared Heater	2,759,926	11/25/2011	2,759,926	12/23/2014	Granted
Enerco Group, Inc.	CA	Gas-Fired Portable Unvented Infrared Heater	2,759,864	11/25/2011	2,759,864	10/15/2013	Granted
Enerco Group, Inc.	CA	Gas-Fired Portable Unvented Infrared Heater	2,759,775	11/25/2011	2,759,775	9/24/2013	Granted
Enerco Group, Inc.	CN	Gas-Fired Portable Unvented Infrared Heater	200480035738.6	6/1/2006	558073	10/14/2009	Granted
Enerco Group, Inc.	CN	Gas-Fired Portable	200780017239.8	11/12/2008	1325987	12/25/2013	Granted

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
		Unvented Infrared Heater					
Enerco Group, Inc.		Gas-Fired Unvented Infrared Heater For Recreational And Commercial Use (Buddy)					
	US	Gas-Fired Unvented Infrared Heater For Recreational And Commercial Use (Buddy)	09/731,156	12/6/2000	6,340,298	1/22/2002	Granted
Enerco Group, Inc.		Gas-Fired Unvented Infrared Heater (Buddy)					
	US	Gas-Fired Unvented Infrared Heater (Buddy)	10/051,561	1/18/2002	6,648,635	11/18/2003	Granted
Enerco Group, Inc.		Gas-Fired Unvented Infrared Heater (Buddy)					
	US	Gas-Fired Unvented Infrared Heater (Buddy)	10/605,486	10/2/2003	6,884,065	4/26/2005	Granted
Enerco Group, Inc.		Gas-Fired Portable Unvented Infrared Heater (Buddy)					
	US	Gas-Fired Portable Unvented Infrared Heater (Buddy)	10/518,202	12/16/2004	7,300,278	11/27/2007	Granted
Enerco Group, Inc.		Gas-Fired Portable Unvented Infrared Heater					
	US	Gas-Fired Portable Unvented Infrared Heater	12/441,462	2/9/2010	8,434,469	5/7/2013	Granted
Enerco Group, Inc.		Gas-Fired Heater With Carbon Dioxide Detector (#2)					
	US	Gas-Fired Heater With Carbon Dioxide Detector (#2)	12/544,442	8/20/2009	8,347,875	1/8/2013	Granted
Enerco		Gas-Fired Heater					
	US	Gas-Fired Heater	12/544,454	8/20/2009	8,863,736	10/21/2014	Granted

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
Group, Inc.		With Environmental Detector					
Enerco Group, Inc.	US	Gas-Fired Heater With Carbon Dioxide Detector	13/705,888	12/5/2012	8,893,707	11/25/2014	Granted
Enerco Group, Inc.	US	Gas-Fired Heater with Carbon Dioxide Detector (#2)	14/518,280	10/20/2014	9,267,708	2/23/2016	Granted
Enerco Group, Inc.	EU	Forced Air Heater Including Multiple On-Board Source Of Electric Energy	11722944.3	4/13/2011	pending	pending	Allowed
Enerco Group, Inc.	CN	Forced Air Heater Including Multiple On-Board Source Of Electric Energy	2011800191022	4/13/2011	ZL2011800191022	12/16/2015	Granted
Enerco Group, Inc.	CA	Forced Air Heater Including Multiple On-Board Source Of Electric Energy	2,795,946	4/13/2011	2,795,946	2/25/2020	Granted
Enerco Group, Inc.	US	Forced Air Heater Including Multiple On-Board Sources Of Electric Energy	13/085,979	4/13/2011	8,893,706	11/25/2014	Granted

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
Enerco Group, Inc.	US	Forced Air Heater Including On-Board Source of Electric Energy	14/524,553	10/27/2014	9,927,144	3/27/2018	Granted
Enerco Group, Inc.	US	Forced Air Heater Including On-Board Source of Electric Energy	15/911,469	3/5/2018	10,495,344	12/3/2019	Granted
Enerco Group, Inc.	US	Forced Air Heater Including On-Board Source Of Electric Energy	11/954,704	12/12/2007	8,068,724	11/29/2011	Granted
Enerco Group, Inc.	US	Forced Air Heater Including On-Board Source Of Electric Energy	13/182,713	7/14/2011	8,494,350	7/23/2013	Granted
Enerco Group, Inc.	US	Heat and/or Light Producing Unit Powered By A Lithium Secondary Cell Battery With High Charge And Discharge Rate Capability	11/954,641	12/12/2007	8,053,709	11/8/2011	Granted
Enerco Group, Inc.	US	Heat and/or Light Producing Unit Powered By A Lithium Secondary Cell	13/245,106	9/26/2011	8,487,221	7/16/2013	Granted

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
		Battery With High Charge And Discharge Rate Capability					
Enerco Group, Inc.	US	Vertically Storable Combustion Heater	11/867,350	10/4/2007	7,823,579	11/2/2010	Granted
Enerco Group, Inc.	US	Forced Air Heater Burner (Dewalt Burner)	14/251,046	4/11/2014	10,036,571	7/31/2018	Granted
Enerco Group, Inc.	US	Separation Device	10/907,784	4/15/2005	7,431,748	10/7/2008	Granted
Enerco Group, Inc.	US	Shutoff System For Gas-Fired Appliances	08/853,044	5/8/1997	5,941,699	8/24/1999	Granted
Enerco Group, Inc.	US	Temperature Sensitive Valve	12/952,460	11/23/2010	8,490,639	7/23/2013	Granted
Enerco Group, Inc.	US	Temperature Sensitive Valve	15/785,944	10/17/2017	10,544,871	1/28/2020	Granted
Enerco Group, Inc.	PCT	Temperature Sensitive Valve	PCT/US2017/056932	10/18/2016	pending	pending	Published
Enerco Group, Inc.	CN	Temperature Sensitive Valve	2016109059419	10/18/2016	pending	pending	pending
Enerco Group, Inc.	CA	Temperature Sensitive Valve	3,040,273	10/17/2017	pending	pending	Filed
Enerco Group, Inc.	US	Temperature Sensitive Valve	16/731,267	12/31/2019	pending	pending	Filed
Enerco Group, Inc.	US	Asymmetric Reflector					Not Filed Yet

Owner	Jurisdiction	Title	Application Number	Application Date	Patent Number	Grant Date	Status
Enerco Group, Inc.	US	Forced Air Heater Including On-Board Source of Electric Energy	16/675,289	11/6/2019	pending	pending	Published
Enerco Group, Inc.	US	Quick Connect System and Method	16/935,383	7/22/2020	pending	pending	Filed
Enerco Group, Inc.	US	Quick Connect	29/743,500	7/22/2020	pending	pending	Filed
Enerco Group, Inc.	US	Portable Heater	29/745,292	8/5/2020	pending	pending	Filed
Enerco Group, Inc.	US	Red Trim for Portable Heater	29/747,019	8/19/2020	pending	pending	Filed
Enerco Group, Inc.	US	Burner	29/745,293	8/5/2020	pending	pending	Filed
Enerco Group, Inc.	CA	Quick Connect	197956	9/1/2020	pending	pending	Filed

3. Copyrights:

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF DECEMBER 22, 2020, EXECUTED BY ENERCO GROUP, INC., AN OHIO CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE IP COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION as
the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, ENERCO GROUP, INC., an Ohio corporation (the "Pledgor"), is the owner of the IP Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of December 22, 2020 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the IP Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the IP Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default that has not been cured pursuant to any applicable cure provisions, as defined in the Agreement, and the Administrative Agent's election to take actual title to the IP Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "IP Collateral"), including, but not limited to, the IP Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the IP Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, ____.

ENERCO GROUP, INC.

By: _____

Name: _____

Title: _____