

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United States Stove Company		09/22/2022	Corporation: TENNESSEE
World Marketing of America, Inc.		09/22/2022	Corporation: TENNESSEE
Comfort Home Products, Inc.		09/22/2022	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Pinnacle Bank
Street Address:	801 Broad Street
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	Chartered Bank: TENNESSEE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	4920991	USSC UNITED STATES STOVE COMPANY
Registration Number:	4155116	PONDEROSA
Registration Number:	5013515	WOOD CHIEF
Registration Number:	5056164	WOOD CHIEF
Registration Number:	5069364	NEWMAC
Registration Number:	2735517	NORSEMAN
Registration Number:	5603514	FULTON
Registration Number:	5437067	NEWMACPRO
Registration Number:	5710715	CARIBOU
Registration Number:	2960619	MOUNTAINEER
Registration Number:	2977901	THE RANCHER
Registration Number:	5840473	TRAVERSE
Registration Number:	5840339	ACADIA
Registration Number:	5943501	USSC GRILLS
Registration Number:	5992038	HEATFAST
Registration Number:	3077793	HIGHLANDER
Registration Number:	6037955	POWERFAST

OP \$1090.00 4920991

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3209146	FORESTER
Registration Number:	3209113	MIRACLE HEAT
Registration Number:	3262104	DEFENDER
Registration Number:	3281262	BRECKWELL
Registration Number:	3289323	SENTRY
Registration Number:	3354725	AMERICAN HARVEST
Registration Number:	6608479	KING
Registration Number:	3521132	COUNTRY HEARTH
Registration Number:	3791256	HEARTLAND MULTI-FUEL
Registration Number:	3794601	BIG E
Registration Number:	3798396	VOGELZANG
Serial Number:	97095801	MOJAVE
Serial Number:	97095799	GOLDEN EAGLE
Serial Number:	90696105	UNITED STATES STOVE CO ESTD 1869
Serial Number:	90522145	ASHLEY
Registration Number:	4961288	ALL-PRO
Registration Number:	1707982	PICK-A-WICK
Registration Number:	4199353	COMFORT GLOW
Registration Number:	2718897	HSI SMART START TECHNOLOGY
Registration Number:	3198344	KERO WORLD
Registration Number:	1602115	KERO WORLD
Registration Number:	1612585	DURAHEAT
Registration Number:	3984555	COMFORT GLOW
Registration Number:	3984492	DURA HEAT
Registration Number:	4065643	KOZY WORLD
Registration Number:	1188544	COMFORT GLOW

CORRESPONDENCE DATA

Fax Number: 4235081275

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: 4237570275

Email: mnapoleon@chamblisslaw.com

Correspondent Name: Chambliss, Bahner & Stophel, P.C.

Address Line 1: 605 Chestnut Street, Suite 1700

Address Line 4: Chattanooga, TENNESSEE 37450

NAME OF SUBMITTER: Mark Turner

SIGNATURE: /MarkTurner/

DATE SIGNED: 10/12/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of September 23, 2022, is made by and among UNITED STATES STOVE COMPANY, WORLD MARKETING OF AMERICA, INC., and COMFORT HOME PRODUCTS, INC. (Collectively "**Grantors**" and each a "**Grantor**") in favor of PINNACLE BANK (the "**Lender**") (the "**Secured Party**").

WHEREAS, the Grantors have entered into a Revolving Credit Agreement dated as of the date hereof (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loans by the Lender[s] under the Loan Agreement, Grantors have executed and delivered to the Lender that certain Security Agreement dated as of date hereof, made by and among the Grantors and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the United States Patent and Trademark Office to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS
UNITED STATES STOVE COMPANY

By: *Alex K. Gardner*

Name: Alex K. Gardner

Title: Chief Financial Officer

STATE OF TENNESSEE)
COUNTY OF Hamilton

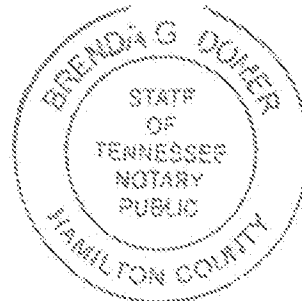
BEFORE ME, the undersigned, a Notary Public of said County and State, personally appeared Alex K. Gardner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO of UNITED STATES STOVE COMPANY, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal, at Office, as of the 22nd day of September, 2022.

Brenda G. Dwyer

Notary Public

My Commission Expires: 5-11-25



WORLD MARKETING OF AMERICA, INC.

By: Alex Gardner

Name: Alex K. Gardner

Title: Chief Financial Officer

STATE OF TENNESSEE)
COUNTY OF Hamilton

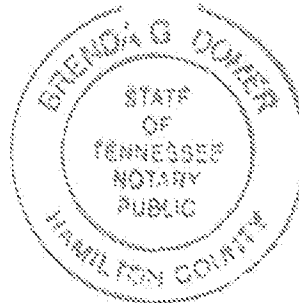
BEFORE ME, the undersigned, a Notary Public of said County and State, personally appeared Alex K. Gardner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO of UNITED STATES STOVE COMPANY, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal, at Office, as of the 22nd day of September, 2022.

Brenda G. Dwyer

Notary Public

My Commission Expires: 5-11-25



COMFORT HOME PRODUCTS, INC.

By: *Alex Gardner*

Name: Alex K. Gardner

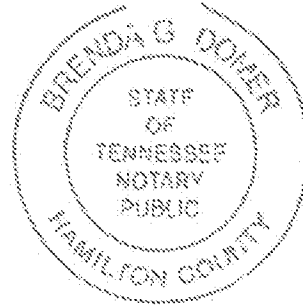
Title: Chief Financial Officer

STATE OF TENNESSEE)
COUNTY OF Hamilton

BEFORE ME, the undersigned, a Notary Public of said County and State, personally appeared Alex K. Gardner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO of UNITED STATES STOVE COMPANY, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal, at Office, as of the 22nd day of September, 2022.

Brenda S. Doherty
Notary Public



My Commission Expires: 5-11-25

AGREED TO AND ACCEPTED:

LENDER:

PINNACLE BANK

By: *Chris M. Rutledge*

Name: Chris M. Rutledge

Title: Senior Vice President

SCHEDULES

SCHEDULE 1

PATENTS – U.S. STOVE



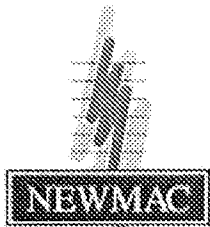

Patent Description	Patent Number	Issue Date
Plate steel single burn rate wood heater with improved emissions	11,079,114 B2	August 3, 2003
Pellet grill with electric searing station	10,201,247 B1	February 12, 2019
Glass door for outdoor oven	D842,034 S1	March 3, 2019
Wall mounted pellet stove	9,752,778 B2	September 9, 2017
Biomass pellet combustion system	10,995,945 B2	May 4, 2021
Compact window heating unit utilizing pelletized fuel	7,866,011 B1	March 30, 2010
Low emission woodstove	8,869,788 B2	October 28, 2014
Low emission woodstove	9,651,262 B1	May 16, 2017
Integrated grate and circular pizza oven burner	D749,904 S1	February 23, 2016
Gravity feed natural draft pellet stove	7,861,707 B2	January 1, 2011

PATENT APPLICATIONS – U.S. STOVE


Patent Application	Application Serial Number
Integrated grate and heat shield pizza oven	61/946,805
Cast stove with managed air flow	62/175,954
Warm air furnace with managed combustion air flow	62/397,081
Plate steel single burn rate with wood heater with improved emissions	62/422,742
Pellet stove burn back preventer	62/446,854
Gravity fed gasifying pellet stove	62/543,582
Transverse fuel fired forced air space heater	62/940,148
Biomass pellet combustion system	16/822,372
Transverse fuel fired forced air space heater	17/105,223
Cabinet circular solid fuel heater	63/152,182
Tabletop grill	63/158,257
Cabinet circular solid fuel heater	17/677,441
Tabletop grill	17/689,113

SCHEDULE 2

TRADEMARKS -- U.S. STOVE

Trademark	Registration Date	Registration Number
	March 22, 2016	4,920,991
PONDEROSA	June 5, 2012	4,155,116
WOOD CHIEF	August 2, 2016	5,013,515
	October 4, 2016	5,056,164
	October 25, 2016	5,069,364
NORSEMAN	July 8, 2003	2,735,517
FULTON	November 6, 2018	5,603,514
NEWMACPRO	April 3, 2018	5,437,067
CARIBOU	March 26, 2019	5,710,715
MOUNTAINER	June 7, 2005	2,960,619
THE RANCHER	July 26, 2005	2,977,901
TRAVERSE	August 20, 2019	5,840,473
ACADIA	August 20, 2019	5,840,339
USSC GRILLS	December 24, 2019	5,943,501
HEATFAST	February 18, 2020	5,992,038
HIGHLANDER	April 4, 2006	3,077,793
POWERFAST	April 21, 2020	6,037,955
FORESTER	February 13, 2007	3,209,146
MIRACLE HEAT	February 13, 2007	3,209,113
DEFENDER	July 10, 2007	3,262,104
BRECKWELL	August 21, 2007	3,281,262
SENTRY	September 11, 2007	3,289,323
AMERICAN HARVEST	December 18, 2007	3,354,725
	January 4, 2022	6,608,479
COUNTRY HEARTH	October 21, 2008	3,521,132
HEARTLAND MULTI-FUEL	May 18, 2010	3,791,256
BIG E	May 25, 2010	3,794,601
VOGELZANG	June 8, 2010	3,798,396
BRECKWELL	August 21, 2007	3,281,262

TRADEMARK APPLICATIONS – U.S. STOVE

Trademark Application	Application Filing Date	Application Serial Number
MOJAVE	October 27, 2021	97,095,801
GOLDEN EAGLE	October 27, 2021	97,095,799
	May 7, 2021	90,696,105
ASHLEY	February 10, 2021	90,522,145

TRADEMARKS – WORLD MARKETING

Trademark	Registration Date	Registration Number
ALL-PRO	May 17, 2016	4,961,288
PICK-A-WICK	August 8, 1992	1,707,982
COMFORT GLOW	August 28, 2012	4,199,353
 HSSI SMART START TECHNOLOGY & Design	May 27, 2003	2,718,897
KERO WORLD	January 16, 2007	3,198,344
DESA	March 27, 2017	14,641,567
COMFORT GLOW	June 16, 1998	TMA496,062
 KERO WORLD & Design	June 19, 1990	1,602,115
 KERO WORLD & Design	July 20, 2000	TMA530,271
DURAHEAT	September 11, 1990	1,612,585
COMFORT GLOW	June 28, 2011	3,984,555
DURA HEAT	June 28, 2011	3,984,492
KOZY WORLD	December 6, 2011	4,065,643
COMFORT GLOW	February 2, 1982	1,188,544