

4130101

05-07-2001



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ORDINATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fred M. Schildwachter & Sons, Inc. (formerly
Fred M. Schildwachter, Inc.) (successor by
merger to Trine Products Corporation)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 7, 2000

2. Name and address of receiving party(ies)

Name: Desa International, Inc.

Internal Address: _____

Street Address: 2701 Industrial DriveCity: Bowling Green State: KY Zip: 42101Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) See Schedule I attached.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lewis N. SegallInternal Address: Sullivan & Worcester LLPStreet Address: One Post Office SquareCity: Boston State: MA Zip: 021096. Total number of applications and patents involved: 277. Total fee (37 CFR 3.41).....\$ 1,080

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.

Lewis N. Segall

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/04/2001 TDIAZ1 00000107 4333132

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PATENT
REEL: 011742 FRAME: 0891

Schedule I

4,333,132
4,382,647
4,648,675
5,036,441
5,392,202
5,420,564
5,576,690
5,638,047
5,748,074
D 280,082
D 280,083
D 283,505
D 284,069
D 284,171
D 284,172
D 284,173
D 284,174
D 284,175
D 292,179
D 294,471
D 307,768
D 380,167
D 381,594
D 382,502
D 391,514
D 406,110
D 410,436

ASSIGNMENT OF U.S. PATENTS

WHEREAS, FRED M. SCHILDWACHTER & SONS, INC., a New York corporation, whose principal offices are at 1400 Ferris Place, Bronx, New York 10461 (“Assignor”), is the sole and exclusive owner by assignment of the United States patents and patent applications set forth on the attached Annex A; and

WHEREAS, DESA INTERNATIONAL, INC. a Delaware corporation, whose principal offices are at 2701 Industrial Drive, Bowling Green, Kentucky 42101 (“Assignee”), is desirous of acquiring from Assignor all right, title and interest in, to and under said patents and the inventions covered therein.

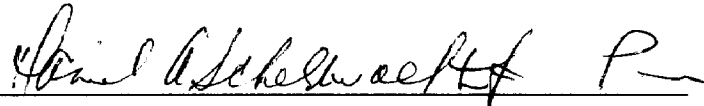
NOW, THEREFORE, in consideration of TWENTY THREE DOLLARS (\$23.00) and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee all its right, title and interest in and to said patents and patent applications free and clear of any encumbrance, together with all continuations, divisions, reissues and extensions thereof and the inventions described and claimed therein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, for the full terms for which the said patents and patent applications are granted or reissued or may be extended, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for profits and damages by reason of past infringements of said patents, including the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith or the rights conveyed herein. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to record the transfer of all said patents and patent applications to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment. Assignor further covenants and agrees that it, or its legal representatives and assigns, as the case may be, will at any time upon request communicate to Assignee, its successors, assigns or other legal representatives, any facts relating to said inventions and patents or the history thereof, known to it or its legal representatives and assigns, and at the expense of the Assignee (unless otherwise provided in the Asset Purchase Agreement by and among Assignor and Assignee, dated as of April 3, 2000) will testify as to the same in any interference or other litigation or proceeding when requested to do so.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed

by their respective duly authorized officers, effective as of this 7 day of April, 2000.

FRED M. SCHILDWACHTER & SONS, INC.

By: 
Daniel A. Schildwachter Jr.
President

Accepted by:

DESA INTERNATIONAL, INC.


By: _____

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed
by their respective duly authorized officers, effective as of this 7th day of April, 2000.

FRED M. SCHILDWACHTER & SONS, INC.

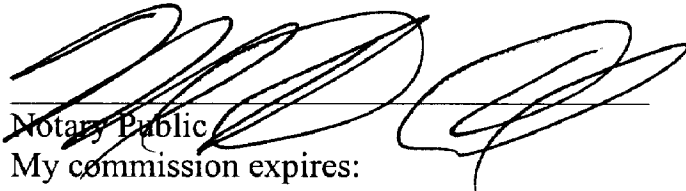
Accepted by: By: _____

DESA INTERNATIONAL, INC.

By: 

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

On the 7th day of April, 2000, before me, the undersigned, personally appeared Daniel A. Schildwachter, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
My commission expires:

MILTON A. CHAMBERS
Notary Public, State of New York
No. 02CH9821105
Qualified in Rockland County
Commission Expires August 31, 2000

STATE OF KENTUCKY

)

) ss.

COUNTY OF

)

The undersigned, being a Notary Public for the State of Kentucky, does hereby certify that Edward G. Patrick personally known to me to be the Vice President of Desa International, Inc., a Delaware corporation, in whose name the foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and seal of office this 7th day of April, 2000.

Shelvia J. Cartwright McLean
Notary Public, Ky. State At-Large
My Commission Expires: 09-09-03

Annex A

<u>Patent #</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
4,333,132	USA	Swivel unit for adjustable lighting fixtures	5/10/79	6/1/82
4,382,647	USA	Swivel unit for adjustable lighting fixtures	11/6/80	5/10/83
4,648,675	USA	Electrical connection apparatus for lighting fixtures	7/2/86	3/10/87
5,036,441	USA	Illuminated push button	4/9/90	7/30/91
5,392,202	USA	Low Profile Illuminated Push Button	5/13/94	2/21/95
5,420,564	USA	Door Chime Assembly	7/14/93	5/30/95
5,576,690	USA	Combined audible and visual signaling device	8/7/95	11/19/96
5,638,047	USA	Sound activated transmitter	5/10/95	6/10/97
5,748,074	USA	Electronic door chime	11/12/96	5/5/98
D 280,082	USA	Chime cover plate	10/20/83	8/13/85
D 280,083	USA	Chime cover plate	10/20/83	8/13/85
D 283,505	USA	Door bell push button	10/20/83	4/22/86
D 284,069	USA	Cover plate for a chime of the like	7/26/84	6/3/86
D 284,171	USA	Door chime housing	6/1/84	6/10/86
D 284,172	USA	Door chime housing	6/1/84	6/10/86
D 284,173	USA	Chime cover plate	7/26/84	6/10/86
D 284,174	USA	Housing for door chimes or the like	6/1/84	6/10/86
D 284,175	USA	Chime housing	5/1/84	6/10/86

D 292,179	USA	Wall chime	10/29/84	10/6/87
D 294,471	USA	Chime housing	4/11/85	3/1/88
D 307,768	USA	Electrically illuminated house sign	2/3/88	5/8/90
D 380,167	USA	Door chime	7/26/96	6/24/97
D 381,594	USA	Door chime	7/26/96	7/29/97
D 382,502	USA	Door chime	7/26/96	8/19/97
D 391,514	USA	Push button for wireless door chime	7/14/97	3/3/98
D 406,110	USA	Electrical switch for door chime	12/17/97	2/23/99
D 410,436	USA	Wireless Push Button	3/30/98	6/1/99
PENDING	USA	Door Chime – Design		
PENDING	USA	Door Chime – Design		
PENDING	USA	Electronic Display - Design		
PENDING	USA	Door Bell Pager		