

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Enerco Group, Inc.	10/29/2009

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association, as Agent, successor to National City Bank
Street Address:	1965 E. 6th Street, 4th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114

**PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	6340298
Patent Number:	6648635
Patent Number:	6884065
Patent Number:	7300278
Patent Number:	7431748
Patent Number:	5941699
Patent Number:	4927355
Patent Number:	5359801
Application Number:	11867350
Application Number:	11954641
Application Number:	11954704
Application Number:	12441462
Application Number:	12544433
Application Number:	12544466
Application Number:	12544454

**OP \$640.00 6340298**

Application Number:

12544442

CORRESPONDENCE DATA

Fax Number: (513)651-6981

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 5136516800

Email: rschalnat@fbtlaw.com

Correspondent Name: Ria F. Schalnat

Address Line 1: 2200 PNC Center, 201 East Fifth Street

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Ria Farrell Schalnat

Total Attachments: 7

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**ENERCO GROUP, INC.**, a corporation organized under the laws of the State of Ohio ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns, and pledges to **NATIONAL CITY BANK**, in its capacity as agent (in such capacity the "Agent") for the benefit of the Lenders (as hereinafter defined), and grants to Agent a security interest in, the following collateral, wherever located, now existing and hereafter arising or coming into existence (the "Collateral"):

- 1.1 all trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto, but excluding any application for registration for a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged (all of the foregoing being herein referred to as the "Trademarks");
- 1.2 all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals, and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");
- 1.3 all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");

- 18.7 **Gender, etc.** Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.
- 18.8 **Headings.** The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.
- 18.9 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 18.10 **Definitions.** Capitalized terms used in the Exhibits hereto and herein and not otherwise defined will be given the definitions set forth in the Loan Agreement, and if not defined therein, in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement
- 18.11 **Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Cleveland, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.
- 18.12 **Jurisdiction.** *Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Cuyahoga County, Ohio, or, at the option of Agent in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Agent at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.*
- 18.13 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Signed on October 29, 2009

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**ENERCO GROUP, INC.,** as Debtor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NATIONAL CITY BANK,**  
as Agent

By: Sean P M Cauley  
Print Name: Sean P McCauley  
Title: Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**ENERCO GROUP, INC., as Debtor**

By: Allen L. Haire  
Print Name: ALLEN L. HAIRE  
Title: C.E.O.

**NATIONAL CITY BANK,  
as Agent**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_ day of October, 2009, acknowledged before me by \_\_\_\_\_, the duly authorized \_\_\_\_\_ of **ENERCO GROUP, INC.**, who executed the foregoing instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

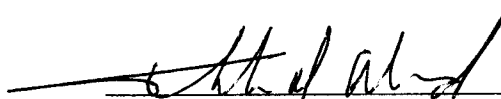
On this 20<sup>th</sup> day of October, 2009, acknowledged before me by Sean P. McCauley, the Vice President of **NATIONAL CITY BANK**, who executed the foregoing instrument on behalf of said bank.

Deane L. Nowak  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this 24 day of October, 2009, acknowledged before me by ALLEN L. HARRIS, the duly authorized ALLEN L. HARRIS of **ENERCO GROUP, INC.**, who executed the foregoing instrument on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public **RE D. WARD**  
My Commission Expires: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OHIO )  
 )ss.  
COUNTY OF CUYAHOGA )

On this \_\_\_\_\_ day of October, 2009, acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of **NATIONAL CITY BANK**, who executed the foregoing instrument on behalf of said bank.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



## SCHEDULE B

### Patents

PATENT NUMBER	TITLE	COUNTRY	NATURE OF IP
6,340,298	Gas-Fired Unvented Infrared Heater for Recreational and Commercial Use	United States	Deals with 9B/18B Enerco Heaters
6,648,635	Gas-Fired Unvented Infrared Heater for Recreational and Commercial Use	United States	Deals with 9B/18B Enerco Heaters
6,884,065	Gas-Fired Unvented Infrared Heater	United States	Deals with 9B/18B Enerco Heaters
7,300,278	Gas-Fired Portable Unvented Infrared Heater	United States	Deals with 9B/18B Enerco Heaters
7,431,748	Separation Device	United States	A separation device for the removal of impurities
5,941,699	Shutoff System for Gas Fired Appliances	United States	A carbon monoxide monitor for a gas fired appliance
4,927,355	Burner Assembly	United States	A burner assembly for a heater
5,359,801	Scent Dispenser	United States	A heating device
Received from FC on 08/26/2009 the Notice for Grant of Invention Patent Right. Waiting on actual registration	Gas-Fired Portable Unvented Infrared Heater	China	Deals with 18B Enerco Heaters

#### Pending Applications:

APPLICATION NUMBER	TITLE	COUNTRY
2,541,122	Gas-Fired Portable Unvented Infrared Heater	Canada
2.0048E+11	Gas-Fired Portable Unvented Infrared Heater	China
11/867,350	Vertically Storable Combustion Heater	USA

11/954,641	Heat And/Or Light Producing Unit Powered By A Lithium Secondary Cell Battery With High Charge And Discharge Rate Capability	USA
11/954,704	Forced Air Heater Including On-Board Source of Electric Energy	USA
2,650,400	Gas-Fired Portable Unvented Infrared Heater	Canada
Awaiting	Gas Fired Portable Unvented Infrared Heater	China
12/441,462	Gas Fired Portable Unvented Infrared Heater	USA
12/544,433	Thermocouple Shut-Off for Portable Heater	USA
12/544,466	Portable Catalytic Heater	USA
12/544,454	Gas-Fired Heater With Carbon Dioxide Detector	USA
12/544,442	Gas-Fired Heater with Carbon Dioxide Detector – <b>Jamieson sole inventor</b>	USA