

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3487094

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INNOVATIVE HEARTH PRODUCTS LLC	07/23/2015
IHP OPERATIONS, LLC	07/23/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ACF FINCO I LP
<b>Street Address:</b>	580 WHITE PLAINS ROAD, SUITE 610
<b>City:</b>	TARRYTOWN
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10591
<b>PROPERTY NUMBERS Total: 40</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5553603
Patent Number:	5755215
Patent Number:	D390936
Patent Number:	5984662
Patent Number:	5960789
Patent Number:	5678534
Patent Number:	6123066
Patent Number:	5816237
Patent Number:	D439642
Patent Number:	D421795
Patent Number:	6162045
Patent Number:	6257230
Patent Number:	6129079
Patent Number:	6269809
Patent Number:	6227194
Patent Number:	5893358
Patent Number:	6991454
Patent Number:	6062608
Patent Number:	8800546

PATENT

Property Type	Number
Patent Number:	D639926
Patent Number:	8915240
Patent Number:	8956155
Patent Number:	8800547
Patent Number:	9004060
Patent Number:	D664638
Patent Number:	8931474
Patent Number:	9086220
Application Number:	11888489
Application Number:	12072917
Application Number:	13036138
Application Number:	13154005
Application Number:	13405163
Application Number:	08926956
Application Number:	12048174
Application Number:	12195714
Application Number:	12497307
Application Number:	12501346
Application Number:	12835619
Application Number:	13212067
Application Number:	13196804

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Email:** kansley@stradley.com

**Correspondent Name:** KAREEM ANSLEY

**Address Line 1:** STRADLEY RONON

**Address Line 2:** 100 PARK AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10017

<b>NAME OF SUBMITTER:</b>	KAREEM ANSLEY
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	08/18/2015

#### Total Attachments: 16

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of July 23, 2015, is made by and among Innovative Hearth Products LLC, a Delaware limited liability company, and IHP Operations, LLC, a Delaware limited liability company (individually and collectively and jointly and severally, "Borrower"), and ACF FinCo I LP, a Delaware limited partnership (the "Lender").

### Recitals

A. Borrower and Lender are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby irrevocably pledges and collaterally assigns to Lender, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement and the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all registered Patents owned by Borrower as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to such registered Patents as of the date hereof. If after the date hereof, Borrower owns any Patents not listed on Exhibit A that are material to the conduct of Borrower's business, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to any Patents that are material to the conduct of Borrower's business, then Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's business(es). If after the date hereof, Borrower owns any Trademarks not listed on Exhibit B that are material to the conduct of Borrower's business (other than common law marks which are not material to Borrower's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks that are material to the conduct of Borrower's business, then Borrower shall within 30 days provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(c) **[Reserved].**

(d) **Title.** Borrower has good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(f) **Defense.** Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all material claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Borrower will at its own expense maintain the Patents and the Trademarks material to its business to the extent reasonably advisable in its good faith business judgment including. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark material to its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks material to its business, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding anything to the contrary contained in this clause (g), nothing herein contained shall prohibit Borrower from causing or permitting expiration, abandonment or invalidation of any Patent or Trademark or failing to renew, abandoning or permitting to expire any applications or registrations for any of Patent or Trademark if, in Borrower's reasonable good faith judgment, such Patent,

Trademark, applications or registrations (as applicable) are no longer useful in the conduct of Borrower's business.

(h) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate set forth in Section 3.1 of the Loan Agreement.

(j) **Power of Attorney.** To facilitate Lender's taking action under subsection (h) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after an Event of Default has occurred and is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party in accordance with this Agreement, the other Loan Documents and applicable law. The power of attorney granted herein shall automatically terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrower's Use of the Patents and Trademarks.** Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing and Lender has not provided notice to Borrower that such rights have been revoked.
5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it, and such failure continues for a period in excess of ten (10) Banking Days after the date that Borrower failed to comply with such provision, term, covenant or condition; or (c) any of the representations or warranties contained in Section 3 shall prove to have been

incorrect in any material respect when made (provided that if such representations or warranties are qualified by a materiality clause, then it shall have been incorrect in any respect).

6. Remedies. Upon the occurrence and during the continuation of an Event of Default, Lender may, at its option, take any or all of the following actions:
  - (a) Lender may exercise any or all remedies available under the Loan Agreement and the other Loan Documents.
  - (b) Subject to the terms of the Loan Agreement, Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
  - (c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.
7. Miscellaneous. On the Termination Date, the Security Interest shall automatically be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Borrower hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any Person, and all rights to the Patents and Trademarks shall revert to Borrower. This Agreement can be waived, modified or amended only explicitly in a writing signed by Lender and Borrower. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR  
PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

**[Signatures on Next Page]**



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

ACF FINCO I LP

By: 

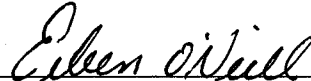
Name: Oleh Szczupak

Title: Vice President

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

The foregoing instrument was acknowledged before me this 23 day of July, 2015, by Oleh Szczupak, the Vice President of ACF FinCo I LP, on behalf of said entity.

  
Notary Public

**EILEEN O'NEILL**  
Notary Public - State of New York  
No. 010N6229630  
Qualified in Rockland County  
My Commission Expires October 12, 2018

INNOVATIVE HEARTH PRODUCTS LLC

By: [Signature]  
Name: Mark Klein  
Title: President & Chief Executive Officer

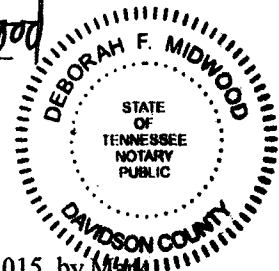
IHP OPERATIONS, LLC

By: [Signature]  
Name: Mark Klein  
Title: President & Chief Executive Officer

STATE OF TN )  
COUNTY OF Davidson )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2015, by Mark Klein, the President & Chief Executive Officer of Innovative Hearth Products LLC, on behalf of said entity.

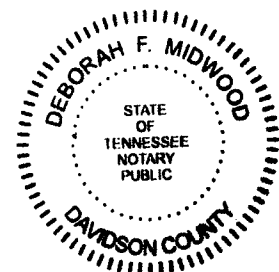
[Signature]  
Notary Public



STATE OF TN )  
COUNTY OF Davidson )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2015, by Mark Klein, the President & Chief Executive Officer of IHP Operations, LLC, on behalf of said entity.

[Signature]  
Notary Public



# EXHIBIT A PATENTS

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
4/22/1996	Issued	2,174,717	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/23/2001	2,174,717	AIR TO FUEL RATIO ADJUSTMENT DEVICE FOR SEALED-COMBUSTION TYPE FIREPLACES	Sanir Barudi; John French; Hardial Gore
9/26/1996	Issued	2,186,579	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	2/19/2008	2,186,579	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
9/26/1996	Issued	2,542,402	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	7/7/2009	2,542,402	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
10/18/2011	Filed	2,755,188	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	Abandoned	Abandoned	FIREPLACE INSERT	Shiblee Noman
6/29/2011	Filed	2,744,791	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	01/06/2015	2,744,791	A FIREPLACE SCREEN	Brian Fowler; Paul Dusky
5/12/2011	Filed	140,580	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	04/30/2012	140580	FIREPLACE SCREEN	Brian Fowler; Paul Dusky
10/18/2011	Filed	2,755,113	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	N/A	N/A	WOOD BURNING STOVE	Joseph Benedetti; Ryan Ennis; Chad Zimmerman
10/13/2011	Filed	2,755,021	Canada	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	N/A	N/A	BAFFLE FOR A FIREPLACE	Joseph Benedetti; Michael Bennett; Kenneth Johns
9/26/1996	Issued	96307034.7	European Patent	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/27/2004	0766046	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
9/26/1996	Issued	96307034.7	France (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/27/2004	0766046	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
2/20/1996	Issued	96301115.0	France (EP)	Foreign	Innovative Hearth Products LLC	6/20/2001	0727613 FR	METHOD AND	John

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
9/26/1996	Issued	96307034.7	Germany (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/27/2004	69633704.5	APPARATUS FOR THE CONTROL OF FLAMMABLE FLUID	John Fleming
2/20/1996	Issued	96301115.0	Germany (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	6/20/2001	69613413.6	METHOD AND APPARATUS FOR THE CONTROL OF FLAMMABLE FLUID	John Fleming
9/26/1996	Issued	96307034.7	Netherlands (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/27/2004	0766046	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
2/20/1996	Issued	96301115.0 NL	Netherlands (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	6/20/2001	96301115.0 NL	METHOD AND APPARATUS FOR THE CONTROL OF FLAMMABLE FLUID	John Fleming
4/24/1996	Issued	286447	New Zealand	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	9/16/1998	286,447	AIR TO FUEL RATIO ADJUSTMENT DEVICE FOR SEALED-COMBUSTION TYPE FIREPLACES	Samir Barudi; John French; Hardal Gore
4/25/1995	Issued	08/428,019	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	9/10/1996	5,553,603	AIR TO FUEL RATIO ADJUSTMENT DEVICE FOR SEALED-COMBUSTION TYPE FIREPLACES	Samir Barudi; John French; Hardal Gore
10/1/1996	Issued	08/724,422	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	5/26/1998	5,755,215	GAS FIREPLACE	Robert Mickens; J. French; Samir Barudi
10/18/1996	Issued	29/061,216	United States	Design	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	2/17/1998	D390,936	GAS FIREPLACE FRONT WITH A TOP GRILL	John French; Raymond Smith; Marcel De Jong
7/31/1997	Issued	08/903,667	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	11/16/1999	5,984,662	KARMAN VORTEX GENERATING BURNER ASSEMBLY	Samir Barudi; Gary Hazard
9/26/1996	Issued	08/721,369	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/5/1999	5,960,789	FLAMMABLE FLUID HEATING APPARATUS	John Fleming

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
7/31/1995	Issued	08/509,426	United States	Continuation	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/21/1997	5,678,534	HEATING APPARATUS	John Fleming
6/12/1997	Issued	08/873,425	United States	Divisional	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	9/26/2000	6,123,066	LOW EMISSION FIREPLACE	John Fleming
6/12/1997	Issued	08/874,066	United States	Divisional	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/6/1998	5,816,237	LOW EMISSION FIREPLACE	John Fleming
6/3/1997	Issued	29/073,208	United States	Design	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	3/27/2001	DES 439,642	GAS FIREPLACE FRONT	John French; Raymond Smith; Marcel De Jong
7/3/1997	Issued	29/073,211	United States	Design	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	3/21/2000	DES 421,795	GAS FIREPLACE FRONT	John French; Raymond Smith; Marcel De Jong
11/25/1998	Issued	09/200,222	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	12/19/2000	6,162,045	WAVE FLAME CONTROL	Gary Hazard
11/22/1999	Issued	09/236,036	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	7/1/02/2001	6,257,230	ADAPTER FOR VENTLESS FIREPLACE	Samir Barudi; Roger Mitchell; John Kelly
9/2/1999	Issued	09/389,667	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/10/2000	6,129,079	GAS FIREPLACE WITH ROTATING LOG ASSEMBLY	J. French; Samir Barudi
4/21/2000	Issued	09/557,053	United States	Continuation	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	8/7/2001	6,269,809	LOW EMISSION FIREPLACE	John Fleming
8/10/2000	Issued	09/635,887	United States	Continuation	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	5/8/2001	6,227,194	FIREPLACE	Samir Barudi; Roger Mitchell; John Kelly
11/4/1997	Issued	08/964,087	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	4/13/1999	5,893,358	PELLET FUEL BURNER FOR HEATING AND DRYING SYSTEMS	Oliver Whitfield
9/15/2003	Issued	10/662,916	United States	Divisional	Innovative Hearth Products LLC	1/31/2006	6,991,454	GAS BURNER	Hardial

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
			States		(f/k/a Lennox Hearth Products LLC)				Gore; Depinder Paul
7/29/1998	Issued	09/124,813	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	5/16/2000	6,062,608	COAXIAL FLUE SYSTEM FOR DIRECT-VENT FIREPLACES	Fred Gerth
7/31/2007	Filed	11/888,489	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	N/A	N/A	PREFORMED FIREPLACE CAPABLE OF VENTING VERTICALLY OR HORIZONTALLY	Long Nguyen
2/27/2008	Filed	12/072,917	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	N/A	N/A	FIREPLACE FIREWOOD RETAINER ASSEMBLY WITH AIR DEFLECTOR, FIREPLACE INCOR. THE SAME AND METHOD OF REDUCING PARTICULATE EMISSIONS IN A WOOD BURNING FIREPLACE	Eric Dufour
2/28/2011	Filed	13/036,138	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	Abandoned	Abandoned	FIREPLACE INSERT	Shibee Noman
11/29/2010	Filed	12/955,006	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	08/12/2014	8,800,546	A FIREPLACE SCREEN	Brian Fowler; Paul Dusky
11/29/2010	Issued	29/379,945	United States	Design	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	6/14/2011	D639,926	FIREPLACE SCREEN	Brian Fowler; Paul Dusky
10/14/2011	Filed	13/273,398	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	12/23/2014	8,915,240	WOOD BURNING STOVE	Joseph Benedetti; Ryan Ennis; Chad Zimmerman
6/6/2011	Filed	13/154,005	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	N/A	N/A	BAFFLE FOR A FIREPLACE	Joseph Benedetti; Michael Bennett; Kenneth Johns

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
8/22/2011	Filed	13/214,394	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	02/17/2015	8,956,155	THIN FLAME BURNER FOR A FIREPLACE	Joseph Benedetti; Michael Pennington; Kenneth Johns; Chad Zimmerman
8/22/2011	Filed	13/214,412	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	08/12/2014	8,800,547	REFRACTORY PANEL FOR A FIREPLACE	Joseph Benedetti
2/24/2012	Filed	13/405,163	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	N/A	N/A	A MULTI-CHANNEL BURNER ASSEMBLY SIMULTANEOUSLY ACCEPTING MULTIPLE DIFFERENT FUEL-AIR MIXTURES	Joe Benedetti; Kamal Al-Farran; Kenneth Johns; Kapil Das Satu
2/24/2012	Filed	13/405,120	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	04/14/2015	9,004,060	A FLUSH-MOUNTED FIREPLACE ASSEMBLY	Amy Grella; Joseph A. Benedetti
2/24/2012	Filed	29/414,164	United States	Design	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	07/31/2012	D664,638	FIREPLACE ASSEMBLY	Joseph A. Benedetti; Amy Grella
2/24/2012	Filed	13/405,178	United States	Utility	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	01/13/2015	8,931,474	A FIREPLACE LINER	Joe Benedetti; Michael Bennett; Kenneth Johns
9/10/1997	Issued	08/926,956	United States	Continuation	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	8/8/2000	6,098,614	FLAMMABLE FLUID FUELED HEATER	John S. Fleming
03/13/2008	Filed	12/048174	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	12/16/14	8,910,623	REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	Martin D. HUSTED
03/13/2008	Filed	12/048174	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	12/16/14	8,910,623	REFRACTORY PANELS WITH GROUT-CAPTURING CHANNELS	Martin D. HUSTED
08/21/2008	Filed	12/195714	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	N/A	N/A	ARTIFICIAL LOG SET ASSEMBLY	John Phillips; Brandon

Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
10/09/2008	Filed	12/248443	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	7/21/15	9,086,220	ETHANOL-BURNING HEARTH APPARATUS	Manco, Brian Hall Martin D. Husted, Mark W. Klein
07/02/2009	Filed	12/497307	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	N/A	N/A	MASONRY STRUCTURE	Martin D. Husted, Mark Klein
07/10/2009	Filed	12/501346	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	N/A	N/A	Brick Assembly with Magnetic Attachment, and Methods of Making and Use Thereof	Martin D. Husted, Mark Klein
07/13/2010	Filed	12/835619	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	N/A	N/A	HOOD FOR EMISSION CONTROL FOR FIREPLACE	Mark Klein
08/17/2011	Filed	13/212067	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	N/A	N/A	PRE-ENGINEERED BRICK PANEL AND METHODS OF MAKING AND INSTALLING SAME	Mark W. Klein, Leo Litonjua
08/02/2011	Filed	13/196804	United States	Utility	IHP Operations, LLC (f/k/a FMI Acquisition, LLC)	N/A	N/A	QUICK IGNITION SYSTEM	James Lee Gross, Mark Klein
9/26/1996	Issued	96307034.7	United Kingdom (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	10/27/2004	0766046	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
2/23/1994	Issued	9403441.0	United Kingdom (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	8/23/2006	2,275,331	HEATING APPARATUS	John Fleming
2/20/1996	Issued	96301115.0	United Kingdom (EP)	Foreign	Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	6/20/2001	0727613 UK	METHOD AND APPARATUS FOR THE CONTROL OF FLAMMABLE FLUID	John Fleming



EXHIBIT B  
TRADEMARKS

Owner Name	Mark	Country Name	Application No.	Registration No.
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	ADVANTAGE	United States	75/165,756	2,789,986
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	BIS	United States	85/019,076	3,886,150
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	CASCADE	United States	74/659,435	2,026,036
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	COUNTRY	United States	76/674,074	3,374,707
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	FASTFIRE	United States	74/530,430	1,977,235
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	FRESH FIRE	United States	77/730,287	3,851,026
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	MONTEBELLO	United States	76/661,288	3,226,556
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	RHAPSODY	United States	85/270,572	4155330
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	SHADOWDANCE	United States	85/190,129	3,989,841
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	SUPERIOR	United States	73/204,287	1,135,698
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	WHITFIELD and Design	United States	74/014,665	1,618,646
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	SECURE FLEX	United States	76/207,350	2,591,086
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	SECURE VENT	United States	76/101,080	2,575,421
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	MERIT	United States	75/455,379	2,255,386
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	MERIT PLUS	United States	75/879,053	2,404,291
Innovative Hearth Products LLC	VERSAFIRE	United States	78/553,461	3,256,956
Innovative Hearth Products LLC	MOSAIC MASONRY	United States	78/940,929	3,999,217

Owner Name	Mark	Country Name	Application No.	Registration No.
Innovative Hearth Products LLC	COMFORT FLAME	United States	77/923,004	4,147,062
Innovative Hearth Products LLC	IRONSTRIKE	United States	85/964962	4614693
Innovative Hearth Products LLC	ASTRIA	United States	85/964969	4614694
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	ASTRIA FIREPLACES & Design	United States	86/153863	4629914
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	IRONSTRIKE HEAT FOR LIFE & Design	United States	86/153864	4629915
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	EMBER MASTER	United States	77/564056	3598414
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	LENNOX and Design	United States	77/778776	3868397
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	CASCADE	Canada	792,371	TMA482382
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	FASTFIRE	Canada	769,379	TMA471023
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	FRESH FIRE	Canada	1,437,255	TMA782140
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	VISION	Canada	735,762	TMA455740
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	BIS	Canada	1,497,473	TMA806389
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	BIS and Design	Canada	613,499	TMA368144
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	INFINI-FLAME TECHNOLOGY	Canada	1,563,322	TMA896663
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	RHAPSODY	Canada	1,537,167	TMA897820
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	TFT	Canada	1,561,912	Not registered
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	SECURE VENT	Canada	1,091,125	TMA588464

Owner Name	Mark	Country Name	Application No.	Registration No.
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	SHADOWDANCE	Canada	773,070	TMA450349
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	TRANQUILLITY	Canada	852,199	TMA532770
Innovative Hearth Products LLC (f/k/a Lennox Hearth Products LLC)	MERIT	Canada	890,612	TMA526024