

08-31-1998

FORM PTO-1594

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

*Corrective  
MDO 6-29-98*

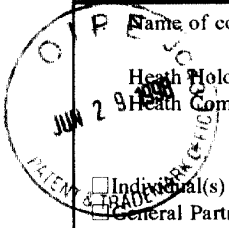


100769068

To the Honorable Commissioner of P.

Box Assignment, Washington, DC 20231

Send original documents or copy thereof.



1. Name of conveying party(ies):  
 Heath Holding Corp.  
 Heath Company

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State **DELAWARE**  
 Other

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

2. Name and address of receiving party(ies):  
 Name: NationsBank, N.A.  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 North Tryon Street  
 City: Charlotte                      State: NC                      ZIP: 28255

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes     No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes     No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other: Corrective Recordation of Intellectual Property Security Agreement Supplement previously recorded at Rec 1715, Frame 0511 on March 31, 1998

Execution Date: February 4, 1998

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 75/419192

B. Trademark registration No.(s)

Additional numbers attached?  Yes     No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 PENNIE & EDMONDS LLP  
 1155 Avenue of the Americas  
 New York, NY 10036

Attn.: Carol M. Wilhelm, Esq.

File No.: 9419-0002-999

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00  
 Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
 16-1150

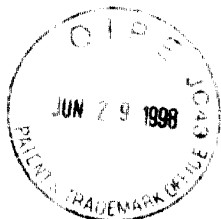
DO NOT USE THIS SPACE

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.*

Carol M. Wilhelm    *Carol M. Wilhelm*    June 29, 1998  
 Name of Person Signing    Signature    Date

Total number of pages comprising cover sheet: 2

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignment  
 Washington, D.C. 20231



**CONTINUATION OF ITEM 3:**

**EXPLANATION OF CORRECTION OF RECORDATION AT REEL 1666, FRAME 0211**

The Intellectual Property Security Agreement Supplement ("Security Agreement") recorded on March 31, 1998 at Reel 1715, Frame 0511, contained an inadvertent error in the schedule attached to the recordation cover sheet. Specifically, the recordation cover sheet erroneously indicated that the Serial No. for the application HEATH is 75/393,407 when, in fact, it is Serial No. 75/419,192. Since the Serial No. for the application HES is also 75/393,407 (which was also present on Schedule A to the recordation cover sheet), the Security Agreement was not recorded against HEATH, Serial No. 75/419,192.

SCHEDULE A  
TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Filing/Issue Date</u>	<u>Status</u>
HEATH ZENITH	US	75/394,491	Nov. 21, 1997	Pending
REFLEX	US	75/394,386	Nov. 21, 1997	Pending
HES	US	75/393,407	Nov. 20, 1997	Pending
HEATHKIT	US	75/394,387	Nov. 21, 1997	Pending
HEATHKIT EDUCATIONAL SYSTEMS	US	75/393,556	Nov. 20, 1997	Pending
HEATH	US	75/393,407	Nov. 21, 1997	Pending

SCHEDULE B  
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Filing/Issue Date</u>	<u>Status</u>
REFLEX	US	1,577,525	Jan. 16, 1990	Registered
DUAL BRITE	US	2,098,785	Sept. 23, 1997	Registered
JOURNEYMAN	US	2,104,148	Oct. 7, 1997	Registered

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

February 4, 1998

NationsBank, N.A., as the Administrative  
Agent for the Lenders party to the  
Credit Agreement referred to below  
100 North Tryon Street  
Charlotte, North Carolina 28255  
Attention: David Strickert



Re: Credit Agreement dated as of November 26, 1997 (as amended, modified or otherwise supplemented from time to time, the "Credit Agreement") among Desa International, Inc., Desa Holdings Corporation, the Lender Parties party thereto, NationsBank, N.A., as Administrative Agent, NationsBanc Montgomery Securities, Inc., as Syndication Agent and Co-Arranger, and UBS Securities LLC, as Documentation Agent and Co-Arranger

Ladies and Gentlemen:

Reference is made to the above-captioned Credit Agreement and to the Intellectual Property Security Agreement referred to therein (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified hereafter from time to time, the "Intellectual Property Security Agreement"). Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Intellectual Property Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby assigns and pledges to the Administrative Agent for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest, whether now owned or hereafter acquired, in and to all of the Intellectual Property Collateral of the undersigned, wherever located, whether now or hereafter existing, including, but not limited to, the property and assets of the undersigned set forth on the attached supplements to the Schedules to the Intellectual Property Security Agreement.

SS\_NYL3A/65929

TRADEMARK  
REEL: 1745 FRAME: 0074

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a lien on and security interest in, the Intellectual Property Collateral by the undersigned under this Intellectual Property Security Agreement Supplement and the Intellectual Property Security Agreement secures the payment of all of the Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premium, fees, indemnification payments, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the undersigned.

SECTION 3. Supplements to Intellectual Property Security Agreement Schedules. The undersigned has attached hereto supplements to each of the Schedules to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplements have been prepared by the undersigned in substantially the form of the Schedules to the Intellectual Property Security Agreement and are complete and correct in all material respects.

SECTION 4. Obligations Under the Intellectual Property Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Intellectual Property Security Agreement to an "Additional Intellectual Property Collateral Grantor" or a "Grantor" shall also mean and be a reference to the undersigned, and each reference in any of the other Loan Documents to a "Grantor" or a "Loan Party" shall also mean and be a reference to the undersigned.

SECTION 5. Governing Law; Jurisdiction; Etc. (a) This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) The undersigned hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York state court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement, the Intellectual Property Security Agreement or any other Loan Document to which it is or is to be a party, or for recognition or enforcement of any judgment, and the undersigned hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and

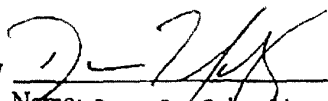
determined in any such New York State court or, to the extent permitted by applicable law, in any such federal court. The undersigned irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement, the Intellectual Property Security Agreement or any other Loan Document to which it is or is to be a party in any New York state or federal court. The undersigned hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The undersigned hereby agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Nothing in this Intellectual Property Security Agreement Supplement or the Intellectual Property Security Agreement shall affect any right that the undersigned or that the Administrative Agent or any of the other Secured Parties may otherwise have to bring any action or proceeding relating to this Intellectual Property Security Agreement Supplement, the Intellectual Property Security Agreement or any of the other Loan Documents to which it is or is to be a party, or otherwise to proceed against the undersigned, in the courts of any jurisdiction.

[The remainder of this page left intentionally blank.]

(c) THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT, THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, ANY DOCUMENTS DELIVERED PURSUANT TO THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF THE ADMINISTRATIVE AGENT OR ANY OF THE OTHER SECURED PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

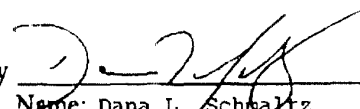
Very truly yours,

HEATH HOLDING CORP.

By   
Name: Dana L. Schmitz  
Title: Vice President

Address: 445 Riverside Drive  
Benton Harbor, MI 49022

HEATH COMPANY

By   
Name: Dana L. Schmitz  
Title: Vice President

Address: 445 Riverside Drive  
Benton Harbor, MI 49022



**Supplemental Intellectual Property Schedule**

**I. PATENTS AND PATENT APPLICATIONS**

<b><u>Inventor</u></b>	<b><u>Description</u></b>	<b><u>Patent/Serial No.</u></b>	<b><u>Status</u></b>
Wieder	Limited travel universally adjustable electrical fixture	5,132,492	Active
Hoffman et al.	Wireless multiple position switching system	5,239,205	Active
Hoffman et al.	Wireless multiple position switching system	5,340,954	Active
McCavit	Motion detector assembly for use with a decorative coach lamp	5,626,417	Active
Wiesemann et al.	Two-level security lighting system	5,598,066	Active
McCavit	Direct current supply for use in series with a load in an alternating current circuit	5,600,552	Active
McCavit et al.	Electronic doorbell with reversible diode	08/747,276	Pending (notice of allowance received from PTO)
Hoffman et al.	Wireless multiple position switching system	08/603,388	Pending
Weisemann et al.	Two-level security lighting system	08/739,638	Pending (notice of allowance received from PTO)
Jensen	Security lighting system	08/907,537	Pending

Ko	Light fixture	29/074,860	Pending
Jensen	Lampholder	29/079,542	Pending
Jensen	Backplate for dual floodlamp	29/079,839	Pending
Wiesemann	Post light sensor housing	29/069,881	Pending

## II. TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Filing/Issue Date</u>	<u>Status</u>
REFLEX	CA	400,505	July 24, 1992	Registered
REFLEX	US	1,577,525	Jan. 16, 1990	Registered
DUAL BRITE	US	2,098,785	Sept. 23, 1997	Registered
JOURNEYMAN	US	2,104,148	Oct. 7, 1997	Registered
HEATH ZENITH	US	75/394,491	Nov. 21, 1997	Pending
REFLEX	US	75/394,386	Nov. 21, 1997	Pending
HES	US	75/393,407	Nov. 20, 1997	Pending
HEATH	US	To be filed.	-	-
HEATHKIT	US	75/394,387	Nov. 21, 1997	Pending
HEATHKIT EDUCATIONAL SYSTEMS	US	75/393,556	Nov. 20, 1997	Pending
HEATH	US	75/393,407	Nov. 21, 1997	Pending
HEATH	AN	9103	September 3, 1973	Registered
HEATH	AT	46,162	August 16, 1961	Registered
HEATH	AT	74,609	June 5, 1973	Registered
HEATH	AU	B265,692	August 11, 1976	Registered
HEATH	BO	32729-A	May 17, 1974	Registered
HEATH	BR	8153392320	February 8, 1994	Registered
HEATH	BR	6893791	April 10, 1979	Registered
HEATH	BX	314,059	October 27, 1972	Registered

HEATH	CA	217,470	December 3, 1976	Registered
HEATH	CH	312572	May 17, 1961	Registered
HEATH	CL	419.010	November 15, 1983	Registered
HEATH	CL	416.466	October 2, 1973	Registered
HEATH	CO	83.512	October 25, 1974	Registered
HEATH	DE	913,225	December 13, 1972	Registered
HEATH	DK	3439/1974	November 1, 1974	Registered
HEATH	DO	21492	March 1, 1973	Registered
HEATH	EC	1652-93	December 28, 1973	Registered
HEATH	EG	48494	February 22, 1973	Registered
HEATH	FR	1,222,634	January 26, 1973	Registered
HEATH	GB	1,095,738	May 17, 1978	Registered
HEATH	GT	28,336	August 9, 1974	Registered
HEATH	GT	28,337	August 9, 1974	Registered
HEATH	IT	291,280	October 6, 1975	Registered
HEATH	IT	649,653	March 8, 1975	Registered
HEATH	IT	659,393	February 6, 1973	Registered
HEATH	JP	1690047	June 21, 1984	Registered
HEATH	JP	2073052	August 29, 1988	Registered
HEATH	KR	30237	April 17, 1973	Registered
HEATH	KR	33,897	November 14, 1973	Registered
HEATH	LB	27,749	February 22, 1973	Registered

HEATH	MX	236,621	April 13, 1973	Registered
HEATH	MX	236,862	June 5, 1961	Registered
HEATH	PA	25,895	January 15, 1974	Registered
HEATH	PA	25,896	February 13, 1974	Registered
HEATH	PE	24966	October 15, 1979	Registered
HEATH	PT	184684	June 24, 1981	Registered
HEATH	PT	181,640	April 20, 1979	Registered
HEATH	SV	65	May 15, 1984	Registered
HEATH	TW	64,988	August 1, 1973	Registered
HEATH	TW	69506	May 1, 1974	Registered
HEATH	VE	62510-F	November 13, 1970	Registered
HEATH	VE	62511-F	November 13, 1970	Registered
HEATH	VE	10,797.95	May 31, 1989	Pending
HEATH	VN	7126	December 29, 1992	Registered
HEATH	ZA	B72/5295	October 19, 1972	Registered
HEATH	ZA	B72/5296	October 19, 1972	Registered
HEATH	US	928,672	February 8, 1972	Registered

### III. COPYRIGHTS

<u>Description</u>	<u>Registration /Control Number</u>	<u>Registration /Filing Date</u>	<u>Status</u>
Detection Zone Range Booster Icon	VAu 363-740	May 6, 1996	Registered
Dusk to Dawn Icon	VA 787-155	May 7, 1996	Registered
Dual Brite Icon	VAu 365-050	May 7, 1996	Registered

Eye Icon	To be determined.	April 30, 1996	Pending
Instructions for the Reflex SL6107 Motion Sensing Wall Switch	TX-2-761-430	February 20, 1990	Registered
Instructions for the Heathkit Motion Sensor Model SK116	TX-2-815-132	May 14, 1990	Registered
Instructions for the Reflex Motion Sensor Light Control, Model SL5411	TX-2-970-688	December 27, 1990	Registered
Instructions for the Reflex Motion Sensor Model SSA-6100-1	TX-2-985-984	December 20, 1990	Registered

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FORM PTO-1594  
1-31-92

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):  
 Heath Holding Corp.  
 Heath Company

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **DELAWARE**  
 Other

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

2. Name and address of receiving party(ies):  
 Name: NationsBank, N.A.  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 North Tryon Street  
 City Charlotte State NC ZIP 28255

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association

3. JOINT Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Joint Intellectual Property Security Agreement Supplement

Execution Date: February 4, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes     No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes     No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) SEE SCHEDULE A ATTACHED

B. Trademark registration No.(s) SEE SCHEDULE B ATTACHED

Additional numbers attached?  Yes     No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 PENNIE & EDMONDS LLP  
 1155 Avenue of the Americas  
 New York, NY 10036  
 Attn.: Carol M. Wilhelm, Esq.  
 File No.: 9419-0002-999

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) .....\$ 240.00  
 Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
16-1150

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.*

Carol M. Wilhelm                      Carol M. Wilhelm                      March 31, 1998  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

# PENNIE & EDMONDS LLP

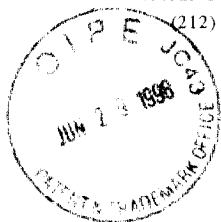
WASHINGTON OFFICE  
1667 K STREET, N.W.  
WASHINGTON, DC 20006  
(202) 496-4400  
FACSIMILE: (202) 496-4444

1155 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036-2711  
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(650) 493-4935  
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WRITER'S DIRECT DIAL:  
(212) 790-6287

INTERNET ADDRESS:  
SANTANIELLOS@PENNIE.COM



June 29, 1998

By Express Mail -- TB 686 625 929 US

9419-002-999

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

Re: Correction of Recordation at Reel 1667, Frame 0971

Dear Sir or Madam:

Pursuant to a telephone call to the Assignment Division today, we are resubmitting the enclosed correction of recordation in accordance with your instructions. Please find enclosed the original Notice of Recordation of Intellectual Property Security Agreement Supplement ("Supplement"), made by Heath Holding Corp. and Heath Company, both Delaware Corporations, in favor of NationsBank, N.A., a National Banking Association, which was recorded in the Assignment Division as of March 31, 1998, at Reel 1715, Frame 0511.

Schedule A to the Recordation Cover Sheet contained an inadvertent typographical error, wherein the Serial Numbers for trademarks HEATH and HES were both mistakenly listed as 75/393,407. In fact, the correct Serial Number for each is:

HES	75/393,407
HEATH	75/419,192

Thus, while the Supplement was recorded correctly against HES (75/393,407), it was not recorded against HEATH (75/419,192). We attach a photocopy of Schedule A showing where the error occurred, highlighted in blue.

H:\DATA\USER\SXS\LT\717269.1

TRADEMARK  
REEL: 1745 FRAME: 0084

PENNIE & EDMONDS LLP

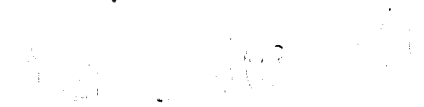
June 29, 1998

Page 2

Submitted herewith is a new recordation cover sheet for the recordal of the Supplement against Serial No. 75/419,192 for the mark HEATH, and an additional copy of the cover sheet so that the fee of \$40.00 may be withdrawn from our deposit account. As we discussed with the representative of the Assignment Division, this correction will record the Supplement against Serial No. 75/419,192 as of the original 3/31/1998 recordation date. If this is not correct, please advise us immediately.

We hope that this will assist with the correction of the recordation. Thank you for your assistance. If you have any questions, please call me at the above number.

Sincerely,



Susan Santaniello  
Legal Assistant

Enclosures

c: Carol M. Wilhelm, Esq.

HEADATA\USER\SS\SLTV717269.1

RECORDED: 06/29/1998

TRADEMARK  
REEL: 1745 FRAME: 0085