

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lennox Hearth Products LLC		08/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2789986	ADVANTAGE
Registration Number:	3886150	BIS
Registration Number:	2026036	CASCADE
Registration Number:	3374707	COUNTRY
Registration Number:	1977235	FASTFIRE
Registration Number:	1851938	FIREPLUS
Registration Number:	3851026	FRESH FIRE
Serial Number:	85467392	INFINI-FLAME TECHNOLOGY
Serial Number:	85530015	MERIT PLUS SERIES MPD PRO
Registration Number:	3226556	MONTEBELLO
Serial Number:	85514681	MONTLAKE
Serial Number:	85530004	MPD PRO
Serial Number:	85270572	RHAPSODY

OP \$615.00 2789986

Registration Number:	3245808	S SUPERIOR
Registration Number:	3989841	SHADOWDANCE
Registration Number:	1135698	SUPERIOR
Serial Number:	85443420	TFT
Registration Number:	1776419	WHITFIELD
Registration Number:	1618646	WHITFIELD
Registration Number:	2591086	SECURE FLEX
Registration Number:	2575421	SECURE VENT
Registration Number:	2663985	ELITE
Registration Number:	2255386	MERIT
Registration Number:	2404291	MERIT PLUS

**CORRESPONDENCE DATA**

Fax Number: 2158325619  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 215-569-5619  
Email: pecsenye@blankrome.com  
Correspondent Name: Timothy D. Pecsénye  
Address Line 1: One Logan Square  
Address Line 2: 8th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01895
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	11/15/2012

**Total Attachments: 16**

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**TRADEMARK**  
**REEL: 004901 FRAME: 0417**

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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 30th day of August, 2012 by **LENNOX HEARTH PRODUCTS LLC**, a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

### W I T N E S S E T H

WHEREAS, Grantor (together with any other person joined as a borrower to the Loan Agreement from time to time, referred to herein as the "Borrowers" and each a "Borrower") has entered into that certain Revolving Credit and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent or in accordance with the Loan Agreement.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Florida applied to contracts to be performed wholly within the State of Florida.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

**[Signatures to appear on following page]**


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LENNOX HEARTH PRODUCTS LLC**

By: \_\_\_\_\_  
Name: Nathan J. Powell  
Title: Chief Financial Officer & Secretary

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Jay Stein  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LENNOX HEARTH PRODUCTS LLC**

By: Nathan J. Powell  
Name: Nathan J. Powell  
Title: Chief Financial Officer & Secretary

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

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

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK  
REEL: 004901 FRAME: 0422

**SCHEDULE 1**

**Trademarks**

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee



**Schedule 5.9**

**Intellectual Property, Source Code Escrow Agreements**

**Trademarks:**

Owner Name	Mark	Country Name	Application No.	Registration No.
Lennox Hearth Products LLC	CASCADE	Canada	792,371	TMA482382
Lennox Hearth Products LLC	FASTFIRE	Canada	769,379	TMA471023
Lennox Hearth Products LLC	FRESH FIRE	Canada	1,437,255	TMA782140
Lennox Hearth Products LLC	VISION	Canada	735,762	TMA455740
Lennox Hearth Products LLC	ADVANTAGE	United States of America	75/165,756	2,789,986
Lennox Hearth Products LLC	BIS	United States of America	85/019,076	3,886,150
Lennox Hearth Products LLC	CASCADE	United States of America	74/659,435	2,026,036
Lennox Hearth Products LLC	COUNTRY	United States of America	76/674,074	3,374,707
Lennox Hearth Products LLC	FASTFIRE	United States of America	74/530,430	1,977,235
Lennox Hearth Products LLC	FIREPLUS	United States of America	74/398,476	1,851,938
Lennox Hearth Products LLC	FRESH FIRE	United States of America	77/730,287	3,851,026
Lennox Hearth Products LLC	INFINI-FLAME TECHNOLOGY	Canada	1,563,322	
Lennox Hearth Products LLC	INFINI-FLAME TECHNOLOGY	United States of America	85/467,392	
Lennox Hearth Products LLC	MERIT PLUS SERIES MPD PRO	United States of America	85/530,015	
Lennox Hearth Products LLC	MONTEBELLO	United States of America	76/661,288	3,226,556
Lennox Hearth Products LLC	MONTLAKE	United States of America	85/514,681	
Lennox Hearth Products LLC	MPD PRO	United States of America	85/530,004	

Owner Name	Mark	Country Name	Application No	Registration No
Lennox Hearth Products LLC	RHAPSODY	Canada	1,537,167	
Lennox Hearth Products LLC	RHAPSODY	United States of America	85/270,572	
Lennox Hearth Products LLC	S SUPERIOR and Design	United States of America	76/649,248	3,245,808
Lennox Hearth Products LLC	SHADOWDANCE	United States of America	85/190,129	3,989,841
Lennox Hearth Products LLC	SUPERIOR	United States of America	73/204,287	1,135,698
Lennox Hearth Products LLC	TFT	Canada	1,561,912	
Lennox Hearth Products LLC	TFT	United States of America	85/443,420	
Lennox Hearth Products LLC	WHITFIELD	United States of America	74/321,960	1,776,419
Lennox Hearth Products LLC	WHITFIELD and Design	United States of America	74/014,665	1,618,646
Lennox Hearth Products LLC	SECURE FLEX	United States of America	76/207,350	2,591,086
Lennox Hearth Products LLC	SECURE VENT	Canada	1,091,125	TMA588464
Lennox Hearth Products LLC	SECURE VENT	United States of America	76/101,080	2,575,421
Lennox Hearth Products LLC	BURNING DESIRE	Canada	792,372	TMA500937
Lennox Hearth Products LLC	SHADOWDANCE	Canada	773,070	TMA450349
Lennox Hearth Products LLC	TRANQUILLITY	Canada	852,199	TMA532770
Lennox Hearth Products LLC	ELITE	United States of America	76/058,817	2,663,985
Lennox Hearth Products LLC	MERIT	United States of America	75/455,379	2,255,386
Lennox Hearth Products LLC	MERIT	Canada	890,612	TMA526024
Lennox Hearth Products LLC	MERIT PLUS	United States of America	75/879,053	2,404,291

**Patents:**

No.	Case Name	Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
1	P01107	4/25/1995	Issued	08/428,019	United States	Utility	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; Hardial Gore
4	P01108	10/1/1996	Issued	08/724,422	United States	Utility	Lennox Hearth Products LLC	5/26/1998	5,755,215	GAS FIREPLACE	Robert Mickens; J. French; Samir Barudi
5	P01109	10/18/1996	Issued	29/061,216	United States	Design	Lennox Hearth Products LLC	2/17/1998	D390,936	GAS FIREPLACE FRONT WITH A TOP GRILL	John French; Raymond Smith; Marcel De Jong
6	P01111	7/31/1997	Issued	08/903,667	United States	Utility	Lennox Hearth Products LLC	11/16/1999	5,984,662	KARMAN VORTEX GENERATING BURNER ASSEMBLY	Samir Barudi; Gary Hazard
7	P01112	9/26/1996	Issued	08/721,369	United States	Utility	Lennox Hearth Products LLC	10/5/1999	5,960,789	FLAMMABLE FLUID HEATING APPARATUS	John Fleming
	P01113	7/31/1995	Issued	08/509,426	United States	Continuation	Lennox Hearth Products LLC	10/21/1997	5,678,534	HEATING APPARATUS	John Fleming
	P01114	6/12/1997	Issued	08/873,425	United States	Divisional	Lennox Hearth Products	9/26/2000	6,123,066	LOW EMISSION FIREPLACE	John Fleming

**TRADEMARK**

No.	Case Name	Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
18	P01115	6/12/1997	Issued	08/874,066	United States	Divisional	Lennox Hearth Products LLC	10/6/1998	5,816,237	LOW EMISSION FIREPLACE	John Fleming
19	P01116DES	6/3/1997	Issued	29/073,208	United States	Design	Lennox Hearth Products LLC	3/27/2001	DES 439,642	GAS FIREPLACE FRONT	John French; Raymond Smith; Marcel De Jong
20	P01117DES	7/3/1997	Issued	29/073,211	United States	Design	Lennox Hearth Products LLC	3/21/2000	DES 421,795	GAS FIREPLACE FRONT	John French; Raymond Smith; Marcel De Jong
21	P01119	11/25/1998	Issued	09/200,222	United States	Utility	Lennox Hearth Products LLC	12/19/2000	6,162,045	WAVE FLAME CONTROL	Gary Hazard
22	P01120	1/22/1999	Issued	09/236,036	United States	Utility	Lennox Hearth Products LLC	7/10/2001	6,257,230	ADAPTER FOR VENTLESS FIREPLACE	Samir Barudi; Rodger Mitchell; John Kelly
	P01121	9/2/1999	Issued	09/389,667	United States	Utility	Lennox Hearth Products LLC	10/10/2000	6,129,079	GAS FIREPLACE WITH ROTATING LOG ASSEMBLY	J. French; Samir Barudi
	P01123	4/21/2000	Issued	09/557,053	United States	Continuation	Lennox Hearth Products	8/7/2001	6,269,809	LOW EMISSION FIREPLACE	John Fleming

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No.	Case Name	Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
25	P01124	8/10/2000	Issued	09/635,887	United States	Continuation	Lennox Hearth Products LLC	5/8/2001	6,227,194	FIREPLACE	Samir Barudi; Rodger Mitchell; John Kelly
30	P0135	11/4/1997	Issued	08/964,087	United States	Utility	Lennox Hearth Products LLC	4/13/1999	5,893,358	PELLET FUEL BURNER FOR HEATING AND DRYING SYSTEMS	Oliver Whitfield
31	P0324	9/15/2003	Issued	10/662,916	United States	Divisional	Lennox Hearth Products LLC	1/31/2006	6,991,454	GAS BURNER	Hardial Gore; Depinder Paul
32	P0408	7/29/1998	Issued	09/124,813	United States	Utility	Lennox Hearth Products LLC	5/16/2000	6,062,608	COAXIAL FLUE SYSTEM FOR DIRECT-VENT FIREPLACES	Fred Gerth
33	P070514	10/29/2009	Filed	12/608,898	United States	Utility	Lennox Hearth Products LLC			POSITIVE PRESSURE PIPE COUPLING	Eric Brunette
35	P0743	7/31/2007	Filed	11/888,489	United States	Utility	Lennox Hearth Products LLC			PREFORMED FIREPLACE CAPABLE OF VENTING VERTICALLY OR HORIZONTALLY	Long Nguyen
	P0830	2/27/2008	Filed	12/072,917	United States	Utility	Lennox Hearth Products LLC			FIREPLACE FIREWOOD RETAINER ASSEMBLY WITH AIR DEFLECTOR,	Eric Dufour

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No.	Case Name	Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
37	P100072	2/28/2011	Filed	13/036,138	United States	Utility	Lennox Hearth Products LLC			FIREPLACE INCOR. THE SAME AND METHOD OF REDUCING PARTICULATE EMISSIONS IN A WOOD BURNING FIREPLACE	Shiblee Noman
39	P100097	11/29/2010	Filed	12/955,006	United States	Utility	Lennox Hearth Products LLC			A FIREPLACE SCREEN	Brian Fowler; Paul Dusky
41	P100097DES	11/29/2010	Issued	29/379,945	United States	Design	Lennox Hearth Products LLC	6/14/2011	D639,926	FIREPLACE SCREEN	Brian Fowler; Paul Dusky
43	P100115	6/29/2011	Filed	13/172,334	United States	Utility	Lennox Hearth Products LLC			IMPROVED GAS VENT PIPE AND LOCKING SYSTEM	Eric Brunette
	P110006	10/14/2011	Filed	13/273,398	United States	Utility	Lennox Hearth Products LLC			WOOD BURNING STOVE	Joseph Benedetti; Ryan Ennis; Chad Zimmerman
	P110014	6/6/2011	Filed	13/154,005	United States	Utility	Lennox Hearth Products LLC			BAFFLE FOR A FIREPLACE	Joseph Benedetti; Michael Bennett;

**TRADEMARK**

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No.	Case Name	Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
49	P110015	8/22/2011	Filed	13/214,394	United States	Utility	Lennox Hearth Products LLC			THIN FLAME BURNER FOR A FIREPLACE	Joseph Benedetti; Michael Pennington; Kenneth Johns; Chad Zimmerman
50	P110016	8/22/2011	Filed	13/214,412	United States	Utility	Lennox Hearth Products LLC			REFRACTORY PANEL FOR A FIREPLACE	Joseph Benedetti
51	P110018	2/24/2012	Filed	13/405,163	United States	Utility	Lennox Hearth Products LLC			A MULTI-CHANNEL BURNER ASSEMBLY SIMULTANEOUSLY ACCEPTING MULTIPLE DIFFERENT FUEL-AIR MIXTURES	Joe Benedetti; Kamal Al-Farran; Kenneth Johns; Kapil Das Sahu
52	P110072	11/17/2011	Filed	13/298,982	United States	Utility	Lennox Hearth Products LLC			SWIVEL CONNECTOR FOR CHIMNEY SHIELD AND METHOD OF MAKING THE SAME	Eric Brunette
	P110093	11/17/2011	Filed	13/299,183	United States	Utility	Lennox Hearth Products LLC			SWAGING MACHINE	Eric Brunette; Guy Bourrelle; Francois Sauve; Stephane

TRADEMARK

REEL: 004901 FRAME: 0430

No.	Case Name	Filed Date	Status	Application Number	Country	Application Type	Owner	Issued Date	Patent Number	Title	Inventors
54	P120008	2/24/2012	Filed	13/405,120	United States	Utility	Lennox Hearth Products LLC			A FLUSH-MOUNTED FIREPLACE ASSEMBLY	Dufour Amy Grella; Joseph A. Benedetti
55	P120008DES	2/24/2012	Filed	29/414,164	United States	Design	Lennox Hearth Products LLC			FIREPLACE ASSEMBLY	Joseph A. Benedetti; Amy Grella
56	P120009	2/24/2012	Filed	13/405,178	United States	Utility	Lennox Hearth Products LLC			A FIREPLACE LINER	Joe Benedetti; Michael Bennett; Kenneth Johns
57	P97101	9/10/1997	Issued	08/926,956	United States	Continuation	Lennox Hearth Products LLC	8/8/2000	6,098,614	FLAMMABLE FLUID FUELED HEATER	John S. Fleming



## POWER OF ATTORNEY

**Dated: August 30, 2012**

LENNOX HEARTH PRODUCTS LLC, a Delaware limited liability company ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit and Security Agreement among Agent, certain financial institutions party thereto as lenders (the "Lenders"), and Grantor dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

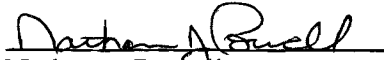
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents (as defined in the Loan Agreement).

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

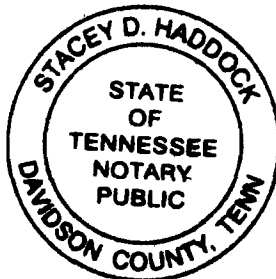
**LENNOX HEARTH PRODUCTS LLC**

By:   
Name: Nathan J. Powell  
Title: Chief Financial Officer & Secretary

**NOTARY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF :  
COUNTY OF :

On this \_\_\_ day of August, 2012, before me personally appeared Nathan J. Powell, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Lennox Hearth Products LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



My Comm. Expires  
March 3, 2015

*Stacey D. Haddock*

Notary Public

My Commission Expires: *March 3, 2015*

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT  
SECURITY AGREEMENT]