INNOVATIVE HEARTH PRODUCTS LLC IHP OPERATIONS, LLC NOTICE OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS AND DEADLINE FOR SUBMITTING CLAIMS

TO ALL CREDITORS AND EQUITYHOLDERS OF INNOVATIVE HEARTH PRODUCTS LLC, IHP OPERATIONS, LLC., AND OTHER PARTIES IN INTEREST:

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**PLEASE TAKE NOTICE** that on January 25, 2023 (the "Effective Date"), Innovative Hearth Products LLC and IHP Operations, LLC, (collectively, the "Assignors," and each individually, an "Assignor"), each a California limited liability company, as assignors, made a General Assignment for the Benefit of Creditors (the "Assignment") to IHP (ABC), LLC, a Delaware limited liability company, solely in its capacity as assignee for the benefit of creditors (the "Assignee"), pursuant to California state law.

PLEASE TAKE FURTHER NOTICE that with the exception of the relationship created by the Assignment, and despite their similarity in name, Assignors have no corporate affiliation to the Assignee. Pursuant to the Assignment, the Assignor hereby irrevocably and unconditionally assigns, grants, conveys, transfers, and sets over to Assignee all of Assignor's currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements, inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, deposits, intellectual property including all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, insurance policies, tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims, and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law.

**PLEASE TAKE FURTHER NOTICE** that all persons or entities asserting any claim against Assignors must submit a proof of claim and proper supporting documentation no later than August 16, 2023 (the "Bar Date"). The form for submitting a proof of claim is enclosed herewith. Claims can be filed using the following website (<u>www.abc-claims.com</u>) or by mail to the following address:

IHP (ABC), LLC P.O. Box 9 Grandville, MI 49468

Any claimant who fails to timely submit a claim, postmarked on or before the Bar Date, in accordance with the instructions set forth above, shall be barred from sharing in any distribution from the net liquidation proceeds, if applicable, and shall not receive any payment from Assignee.

## DATED: February 16, 2023

BY: IHP (ABC), LLC, in its sole and limited capacity as assignee for the benefit of creditors of Innovative Heart Products LLC and IHP Operations, LLC.