

04-18-2007



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To the Director of the U.S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies)

c.p. Allstar Corporation

2. Name and address of receiving party(ies)

Name: AllStar Pro, LLC

Internal Address:

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 10, 2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

Street Address: 443 Boot Road

City: Downingtown

State: PA

Country: Zip: 19335

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,611,205 B2

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Dawn Urbanowicz

Internal Address:

Street Address: 50 Kennedy Plaza

City: PROVIDENCE

State: RI Zip: 02903

Phone Number: 401-751-1600

Fax Number: 401-751-9844

Email Address: urbanowicz@nortek-inc.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

00000063 6611205

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of April 10, 2007 (this "Assignment") by and among c.p. Allstar Corporation, a Pennsylvania corporation ("Assignor") and Acquisition Sub 2007-1, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of even date herewith (the "Purchase Agreement"), Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, the right to use, and exclusive ownership of, the name "Allstar", trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is entitled with respect hereto ("Intellectual Property"), including, without limitation, the patents and patent applications listed on Schedule A hereto, and all divisions, continuations, continuations-in-part, substitute applications, reissues, re-examinations, and extensions thereof, and the inventions embodied therein (collectively, the "Patents") and the trademarks and trademark applications listed on Schedule B (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee all rights, titles, and interests in and to the Patents and Trademarks, including any renewals and extensions of the Patents and Trademarks that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all income, royalties, or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents and Trademarks with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of patents and trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Patents and Trademarks.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Patents, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Patents and the Trademarks.

In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the possession of the Assignor) to obtain, perfect, and defend the Patents and the trademarks in this or any foreign country.

4. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, all claims, causes of action, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, that the Assignor is, was, or may be entitled to assert against such parties as a result of Assignor's ownership of the Patents and the Trademarks arising from or relating to proprietary rights in the Patents or the Trademarks.

5. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

6. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Pennsylvania, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

c.p. ALLSTAR CORPORATION

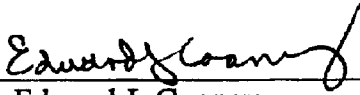
By: 

Name:

Title:

ACCEPTED:

ACQUISITION SUB 2007-1, LLC

By: 

Name: Edward J. Cooney

Title: VP & Treasurer

SCHEDULE A

Issued Patents

Patent No.	Title
6,611,205 B2	SYSTEM PROVIDING FOR THE OPERATION OF AN OPERATOR IN A SAFE MODE AFTER OBSTRUCTIONS HAVE BEEN DETECTED WHILE ALLOWING FOR SECURE ACCESS UNDER NORMAL OPERATION

SCHEDULE B

Issued Trademarks

Trademark No.	Title	Filing Date
2,240,234	ALLSTAR (Stylized)	6/1/1999