

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Execution Date
UBS AG, Stamford Branch, As U.S. Administrative Agent	05/20/2008

RECEIVING PARTY DATA

Name:	M&S Systems, LP (Now Linear LLC)
Street Address:	1950 Camino Vida Roble
Internal Address:	Suite 150
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008

Name:	M&S Systems LP, Inc. (Now Linear LLC)
Street Address:	1950 Camino Vida Roble
Internal Address:	Suite 150
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008

Name:	M&S Systems GP, Inc. (Now Linear LLC)
Street Address:	1950 Camino Vida Roble
Internal Address:	Suite 150
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008

Name:	Nortek, Inc.
Street Address:	50 Kennedy Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903

PATENT

500571455

REEL: 021118 FRAME: 0951

CH \$80.00 6934300

Name:	Nortek Holdings, Inc.
Street Address:	50 Kennedy Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6934300
Patent Number:	6907458

#### CORRESPONDENCE DATA

Fax Number: (646)728-2536  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-596-9156  
 Email: courtney.scanlon@ropesgray.com  
 Correspondent Name: Courtney Scanlon  
 Address Line 1: 1211 Avenue of the Americas  
 Address Line 2: 39th Floor  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	NIE-488-001
NAME OF SUBMITTER:	Courtney Scanlon

Total Attachments: 5

source=6#page1.tif  
 source=6#page2.tif  
 source=6#page3.tif  
 source=6#page4.tif  
 source=6#page5.tif

## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made as of May 20, 2008 (the "Effective Date") by UBS AG, Stamford Branch, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties in favor of Nortek, Inc. (f/k/a THL Buildco, Inc.), Nortek Holdings, Inc., (f/k/a THL Buildco Holdings, Inc.), M&S Systems GP, Inc. M&S Systems LP, Inc. and M&S Systems, LP (each a "Grantor" and collectively, the "Grantors").

**WHEREAS**, Grantors and Administrative Agent are parties to (i) that certain Security Agreement, dated as of August 27, 2004 (as amended, amended and restated, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Intellectual Property Security Agreement dated as of January 5, 2005 (as amended, amended and restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement") (all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Intellectual Property Security Agreement, as applicable).

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Intellectual Property Security Agreement, the Grantor granted to the Administrative Agent a continuing security interest in all of its right, title and interest in and to Trademarks, Patents and Copyrights, including without limitation those set forth on Schedules A, B, and C (collectively, the "Collateral");

**WHEREAS**, the Intellectual Property Agreement was recorded with the patent division of the U.S. Patent & Trademark Office ("USPTO") on October 19, 2005 at Reel 0016660 and Frame 00243, and the trademark division of the USPTO on January 21, 2005 at Reel 03104 and Frame 0767 and on October 19, 2005 at Reel 03177 and Frame 0951;

**WHEREAS**, Grantors desire that the Administrative Agent release any and all right, title and interest in and to the Collateral, as evidenced by the Security Agreement and the Intellectual Property Security Agreement, in favor of Grantors;

**WHEREAS**, Administrative Agent is willing to release any and all right, title and interest in and to the Collateral, as evidenced by the Security Agreement and Intellectual Property Security Agreement, in favor of Grantor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

(a) the Administrative Agent hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral;


(b) if and to the extent that the Administrative Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor; and

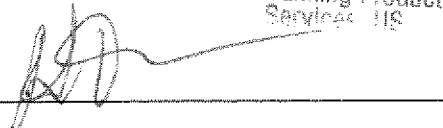
(c) the Administrative Agent shall take all further actions, and provide to the Grantors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

documents or other instruments), requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the day and year first above written.

UBS AG, STAMFORD BRANCH,  
as U.S. Administrative Agent

By:   
Name: David B. Jullie  
Title: Associate Director  
Banking Products  
Services, US

By:   
Name: Richard L. Tavrow  
Title: Director  
Banking Products  
Services, US

**SCHEDULE A**

Schedule A  
*Patents see below*

List of Intellectual Property  
(all owned by M&S Systems, LP)

*Schedule B*  
Trademarks

Mark	Application/Registration No.
M&S SYSTEMS	2,466,878
CHAMBERLAIN M&S	75/865,633
PURELY POWERFUL	2,735,073
HOMEATION	2,318,130
FINE HOME ACOUSTICS	2,811,899
WAVEGUIDE	78/260,167
W DESIGN	78/451,501

Patents

Patent	File No.
CONTROL MESSAGING FOR AN ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/849,693
DATA STRUCTURE FOR AN ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/848,698
INITIALIZATION METHOD FOR AN ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/849,198
DIGITAL MULTI-ROOM, MULTI-SOURCE ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/849,694

*Schedule C*

*None*