

FROM: WINSTON & STRAWN LLP

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/02/2008
500635524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective assignment to remove Patent No. 5,144,776 previously recorded on October 24, 2002 at Reel 013516, Frame 0374, and letter of explanation
CONVEYING PARTY DATA	
Name	Execution Date
Thermal-Gard, Inc.	07/25/2002
RECEIVING PARTY DATA	
Name:	Fleet Capital Corporation
Street Address:	1833 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Name:	Fleet Capital Canada Corporation
Street Address:	300 The East Mall, Suite 120
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M8B 6B7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6139071
CORRESPONDENCE DATA	
Fax Number:	(202)282-5100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-282-5202
Email:	esanderson@winston.com
Correspondent Name:	Winston & Strawn LLP
Address Line 1:	1700 K Street, N.W.
Address Line 2:	Allen A. Fenucci, Patent Department
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3817

CF \$40.00 6139071

700384009

PATENT
REEL: 021523 FRAME: 0628

FROM: WINSTON & STRAWN LLP

ATTORNEY DOCKET NUMBER:	82000-129
NAME OF SUBMITTER:	Allan A. Fanucci
Total Attachments: 1 source=82000-129 - Security Interest Notification#page1.tif	

FROM: WINSTON & STRAWN LLP

11-06-2002

Express Mail No. EVD74517273 US
October 24, 2002

102273999

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): Nortek, Inc. Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Fleet Capital Corporation</u> Internal Address: _____ Street Address: <u>1633 Broadway</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10019</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>07/25/02</u>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ <u>See Attached Schedule A</u> B. Patent No.(s) _____ <u>See Attached Schedule B</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Galina A. Krasilovsky Kirman</u> Internal Address: _____ Street Address: <u>Winston & Strawn</u> <u>200 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10166</u>		6. Total number of applications and patents involved: <u>123</u> 7. Total fee (37 CFR 3.41).....\$ <u>5,040.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>501-814</u>	
DO NOT USE THIS SPACE			
9. Signature. Galina A. Krasilovsky Kirman Name of Person Signing Signature October 24, 2002 Date Total number of pages including cover sheet, attachments, and documents: <u>23</u>			

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

11/05/2002 LMEILLER 00000250 501614 09627297

)1 FC:8021 5040.00 CH

PATENT
REEL: 021523 FRAME: 0630

FROM: WINSTON & STRAWN LLP

Item 1. Name of conveying party(ies) - Continuation

- (ii) Broan-NuTone LLC (Limited Liability Company - Delaware)
- (iii) NuTone Inc. (Corporation - Delaware)
- (iv) Linear Corporation (Corporation - California)
- (v) Nordyne Inc. (Corporation - Delaware)
- (vi) Governair Corporation (Corporation - Oklahoma)
- (vii) Mammoth, Inc. (Corporation - Delaware)
- (viii) Temtrol, Inc. (Corporation - Oklahoma)
- (ix) Webco, Inc. (Corporation - Missouri)
- (x) Great Lakes Window, Inc. (Corporation - Ohio)
- (xi) Kroy Building Products, Inc. (Corporation - Delaware)
- (xii) Napco, Inc. (Corporation - Delaware)
- (xiii) Napco Window Systems, Inc. (Corporation - Delaware)
- (xiv) Variform, Inc. (Corporation - Missouri)
- (xv) Rangaire LP (Corporation - Delaware)
- (xvi) Jensen Industries, Inc. (Corporation - Delaware)
- (xvii) Multiplex Technology, Inc. (Corporation - California)
- (xviii) Xantech Corporation (Corporation - California)
- (xix) Richwood Building Products, Inc. (Corporation - Delaware)
- (xx) Thermal-Gard, Inc. (Corporation - Pennsylvania)
- (xxi) Aubrey Manufacturing, Inc. (Corporation - Delaware)
- (xxii) Rangaire LP, Inc. (Corporation - Delaware)
- (xxiii) Broan-NuTone Canada Inc. (Corporation - Canada)
- (xxiv) Venmar Ventilation Inc. (Corporation - Canada)
- (xxv) Venmar CES, Inc. (Corporation - Canada)
- (xxvi) Venmar Ventilation (H.D.H.) Inc. (Corporation - Canada)
- (xvii) Ventrol Air Handling Systems Inc. (Corporation - Canada)

FROM: WINSTON & STRAWN LLP

Item 2. Name and address of receiving party(ies) - Continuation

Fleet Capital Canada Corporation
300 The East Mall, Suite 120
Toronto, Ontario M9B 6B7
Canada
(Corporation - Canada)

FROM: WINSTON & STRAWN LLP

Item 4.A. Patent Application No.(s)**SCHEDULE A (Page 1 of 1)**

09/827,299
29/153,063
09/998,954
10/072,699
09/912,640
09/790,400
09/466,487
09/456,676
09/430,657
08/965,790
09/877,812
09/949,422
10/157,820
29/150,715
29/150,716
10/157,821
29/161,230
29/161,229
10/158,492
09/770,021
09/898,277
09/589,945
09/716,186

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Item 4.B. Patent No.(s)

SCHEDULE B (Page 1 of 2)

6,168,378
D288,007
6,203,423
5,062,410
4,867,640
4,594,940
D333,928
D380,823
D439,650
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6,261,175
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D365,883
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D455,220
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6,266,250
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4,709,623
D300,777
5,619,864
5,377,503
4,710,610
4,924,848

FROM: WINSTON & STRAWN LLP

SCHEDULE B (Page 2 of 2)

5,992,410
5,099,914
4,865,013
4,633,768
4,709,753
D306,341
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5,771,707
D366,522
D340,109
6,209,622
6,081,109
4,509,211
4,709,412
4,803,552
5,447,400

FROM: WINSTON & STRAWN LLP

CONFIRMATORY PATENT SECURITY AGREEMENT

CONFIRMATORY PATENT SECURITY AGREEMENT, dated as of July 25, 2002, by each of (i) Nortek, Inc., a Delaware corporation, (ii) Broan-NuTone LLC, (iii) NuTone Inc., (iv) Linear Corporation, (v) Nordyne Inc., (vi) Governair Corporation, (vii) Mammoth, Inc., (viii) Temtrol, Inc., (ix) Webco, Inc., (x) Great Lakes Window, Inc., (xi) Kroy Building Products, Inc., (xii) Napco, Inc., (xiii) Napco Window Systems, Inc., (xiv) Variform, Inc., (xv) Rangaire LP, (xvi) Jensen Industries, Inc., (xvii) Multiplex Technology, Inc., (xviii) Xantech Corporation, (xix) Richwood Building Products, Inc., (xx) Thermal-Gard, Inc., (xxi) Aubrey Manufacturing, Inc., (xxii) Rangaire LP, Inc., (xxiii) Broan-NuTone Canada Inc., (xxiv) Venmar Ventilation Inc., (xxv) Venmar CES, Inc., (xxvi) Venmar Ventilation (H.D.H.) Inc. and (xxvii) Ventrol Air Handling Systems Inc. (collectively, the "Grantors") and Fleet Capital Corporation ("Fleet", and in its capacity as administrative agent, "Administrative Agent"), a Rhode Island corporation with an office at 1633 Broadway, New York, New York 10019, and Fleet Capital Canada Corporation ("Fleet Canada", and in its capacity as Canadian agent, "Canadian Agent"), a Canadian corporation with an office at 300 The East Mall, Suite 120, Toronto, Ontario, M9B 6B7 Canada (together with Fleet and the other Lenders party to the Loan and Security Agreement (as defined below), the "Lenders").

WHEREAS, each of the Grantors is owner of all right, title and interest in and to its respective inventions set forth in the patent applications and patents identified in Schedule I hereto;

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantors and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan

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and Security Agreement"), Lenders have agreed to make the Loans (as defined in the Loan and Security Agreement) for the benefit of Grantors;

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor, pursuant to the Loan and Security Agreement, hereby does and did grant to Administrative Agent and Canadian Agent, on behalf of Lenders a continuing first priority security interest in all of the respective Grantor's right, title and interest in and to the following, throughout the world, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its right, title and interest in and to its respective patents, patent applications, and underlying inventions (collectively, the "Patents"), including those listed on Schedule I hereto;

(b) all counterparts, reissues, reexaminations, continuations, continuations-in-part, divisions, substitutions, extensions or renewals of the foregoing, and every priority right that is or may be predicated upon or arise from the foregoing;

(c) all products and proceeds of the foregoing, including, without limitation, any claim or right to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or

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wrong relating to any of the foregoing, or any license, agreement, contract or matter relating thereto.

3. SECURITY AGREEMENT. The security interests granted to the Administrative Agent and Canadian Agent on behalf of Lenders pursuant to this Confirmatory Patent Security Agreement are granted pursuant to the security interests granted to the Administrative Agent and Canadian Agent on behalf of Lenders pursuant to the Loan and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent and Canadian Agent on behalf of Lenders with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


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IN WITNESS WHEREOF, the undersigned have executed this Confirmatory
Patent Security Agreement as of the date first above written.


NORTEK, INC.

By: 
Name: Edward J. Cooney
Title: VP & Treasurer

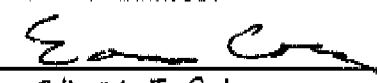
BROAN-NUTONE LLC

By: 
Name: Edward J. Cooney
Title: Treasurer

NUTONE INC.

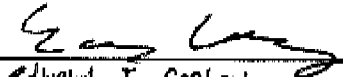
By: 
Name: Edward J. Cooney
Title: Treasurer

LINEAR CORPORATION

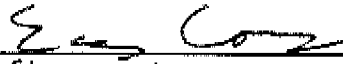
By: 
Name: Edward J. Cooney
Title: Treasurer

FROM: WINSTON & STRAWN LLP


NORDYNE INC.

By: 
Name: Edward J. Cooney
Title: Treasurer


GOVERNAIR CORPORATION

By: 
Name: Edward J. Cooney
Title: Treasurer

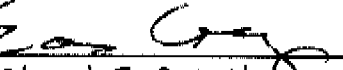
MAMMOTH, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer


TEMROL, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer

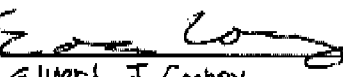
WEBCO, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer

GREAT LAKES WINDOW, INC.


By: 
Name: Edward J. Cooney
Title: Treasurer

KROY BUILDING PRODUCTS, INC.

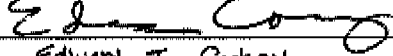
By: 
Name: Edward J. Cooney
Title: Treasurer

FROM: WINSTON & STRAWN LLP


NAPCO, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer


NAPCO WINDOW SYSTEMS, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer


VARIFORM, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer


RANGAIRE LP

By: 
Name: Edward J. Cooney
Title: Treasurer

JENSEN INDUSTRIES, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer

MULTIPLEX TECHNOLOGY, INC.

By: 
Name: Edward J. Cooney
Title: Treasurer

XANTECH CORPORATION

By: 
Name: Edward J. Cooney
Title: Treasurer

FROM: WINSTON & STRAWN LLP

RICHWOOD BUILDING PRODUCTS, INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

THERMAL-GARD, INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

AUBREY MANUFACTURING, INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

RANGAIRE LP, INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

BROAN-NUTONE CANADA INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

VENMAR VENTILATION INC.


By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

VENMAR CES, INC.


By: Edward J. Cooney
Name: Edward J. Cooney
Title: Treasurer

FROM: WINSTON & STRAWN LLP

VENMAR VENTILATION (H.D.H.) INC.


By: 
Name: Edward J. Cooney
Title: Treasurer

VENTROL AIR HANDLING SYSTEMS INC.

By: 
Name: Edward J. Cooney
Title: Treasurer

FROM: WINSTON & STRAWN LLP

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender

By: 
Name: David Ritchey
Title: S. Vice President

FLEET CAPITAL CANADA CORPORATION,
as Canadian Agent and as a Canadian Lender

By: _____
Name: _____
Title: _____


FROM: WINSTON & STRAWN LLP

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender

By:
Name:
Title:

FLEET CAPITAL CANADA CORPORATION,
as Canadian Agent and as a Canadian Lender

By:
Name:
Title:


JOHN GILBERT
VICE-PRESIDENT

FROM: WINSTON & STRAWN LLP

SCHEDULE I

[See attached tables. Remainder of this page intentionally blank.]

FROM: WINSTON & STRAWN LLP

NORTEK, INC. AND CERTAIN OF ITS SUBSIDIARIESLOAN AND SECURITY AGREEMENT

Dated: July __, 2002

\$200,000,000

FLEET SECURITIES, INC.,FLEET CAPITAL CORPORATIONFLEET CAPITAL CANADA CORPORATION,**PATENTS****BROAN-NUTONE LLC**

AIR DEFLECTORS TO ACCOMMODATE MULTIPLE SIZE VENTILATOR OUTLETS	6,168,378
COMBINATION DEODORIZER AND LIGHT	D288,007
DAMPER FLAP AND DUCT CONNECTOR ASSEMBLY	6,203,423
DOWNDRAFT RANGE VENTILATOR	5,062,410
EXHAUST FAN FOR BATHROOMS AND THE LIKE	4,867,640
FAN FOR VENTILATION	4,594,940
GAS FIRED ARTIFICIAL LOG FIREPLACE ASSEMBLY	231,644 (New Zealand)
METHOD AND APPARATUS FOR JOINING CORIAN BASE MATERIAL	09/827299
POINT OF SALE MERCHANDISE STAND	D333,928
RANGE HOOD	D380,823
RANGE HOOD	D439,650
RANGE HOOD	D439,649
RANGE HOOD	D450829
RANGE HOOD	29/153063
UNIVERSAL DOOR CHIME HOUSING	09/998954
VENTILATING EXHAUST FAN	2,328,670 (Canada)
VENTILATING EXHAUST FAN	6,261,175
VENTILATION FAN	4,510,851

GREAT LAKES WINDOW, INC.

FOLDAWAY WINDOW CRANK	5,400,473
INSULATED PLASTIC FRAMES	4,516,356
SINGLE HUNG WINDOW	D365,883

JENSEN INDUSTRIES, INC.

ADJUSTABLE SHELD PERSONAL CARE CABINET	5,405,196
STORAGE CABINET WITH SELECTIVELY MOUNTED INDEPENDENTLY SUPPORTED SHELVES	6,089,685

KROY BUILDING PRODUCTS, INC.

DECK SYSTEM WITH DECK CLIP	6,314,699
DECORATIVE COVER FOR POSTS	5,853,167
FENCE PANEL	D455,502
FENCE PANEL	D455,220

FROM: WINSTON & STRAWN LLP

NORTEK, INC. AND CERTAIN OF ITS SUBSIDIARIES**LOAN AND SECURITY AGREEMENT**

Dated: July __, 2002

\$200,000,000

FLEET SECURITIES, INC.,**FLEET CAPITAL CORPORATION****FLEET CAPITAL CANADA CORPORATION,**

FENCE PANEL	D454,965
FENCE PANEL	D454,964
FENCE PANEL	D454,963
FENCE PLANK	D405,546
FENCE PLANK	D405,545
FENCE RAIL	D446,315
FENCE SYSTEM	6,202,987
FENCE SYSTEM	5,988,599
METHOD OF ASSEMBLING A FENCE	6,041,486
RAIL ATTACHMENT BRACKET WITH SNAP-ON COVER	5,873,671

LINEAR CORPORATION

ELECTRICALLY PROGRAMMABLE TRANSCEIVER SECURITY SYSTEMS AND INTEGRATED CIRCUIT	4,859,990
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MAMMOTH, INC.

BLOWER UNLOADING DEVICE "VARI-CONE"	4,808,068
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MULTIPLEX TECHNOLOGY, INC. *

ANTI-LOADING CATV INTERFACE CIRCUIT	6,446,263
APPARATUS AND METHOD FOR TRANSMITTING ELECTRICAL POWER AND BROADBAND RF COMMUNICATIONS SIGNALS THROUGH A DIELECTRIC	086813 (China/Taiwan)
APPARATUS AND METHOD FOR TRANSMITTING ELECTRICAL POWER AND BROADBAND RF COMMUNICATIONS SIGNALS THROUGH A DIELECTRIC	5,929,718
APPARATUS FOR TRANSMITTING ELECTRICAL POWER AND BROADBAND COMMUNICATIONS SIGNALS THROUGH A DIELECTRIC	5,612,652
BI-LEVEL VOLTAGE SURGE PROTECTION	10/072,699
CAMERA MOUNTING PLATE & LOCK	6,033,129
ELECTRONICS COMPONENT MOUNTING SYSTEM	6,266,250
ELECTRONICS COMPONENT MOUNTING SYSTEM	09/912,640
IN-WALL VIDEO MODULATOR	D389,122
SURFACE MOUNT MODULATOR	D389,801
VIDEO CAMERA WALL MOUNTING BRACKET	D343,786
VIDEO SIGNAL DISTRIBUTION SYSTEM	6,177,963
VIDEO SIGNAL SPLITTER W/DC SHORT CIRCUIT PROTECTION	5,384,693

FROM: WINSTON & STRAWN LLP

NORTEK, INC. AND CERTAIN OF ITS SUBSIDIARIES

LOAN AND SECURITY AGREEMENT

Dated: July __, 2002

\$200,000,000

FLEET SECURITIES, INC.,

FLEET CAPITAL CORPORATION

FLEET CAPITAL CANADA CORPORATION,

NORDYNE INC.

BLOWERLESS AIR CONDITIONING SYSTEM	09/790,400
CEILING DISTRIBUTOR DUCT ASSEMBLY FOR ROOFTOP AIR CONDITIONERS	4,709,623
CEILING-MOUNTED OUTLET BOX FOR CONDITIONED AIR	D300,777
COMPACT HEAT PUMP	5,619,864
CONVERTIBLE TOP SINGLE PACKAGE HEAT PUMP UNIT	5,377,503
ELECTRIC RESISTANCE HEATER AND LIMIT SWITCH ASSEMBLY	4,710,610
HIGH-EFFICIENCY FURNACE FOR MOBILE HOMES	4,924,848
HIGH-EFFICIENCY FURNACE FOR MOBILE HOMES	5,992,410
LOUVERED HEAT EXCHANGER FIN STOCK	5,099,914
SELF-ADJUSTING TELESCOPING CONCENTRIC FLUE ASSEMBLY	4,865,013
SUPPLEMENTAL VENTILATION APPARATUS FOR MANUFACTURED HOUSING	4,633,768
UNI-DIRECTIONAL FIN-AND-TUBE HEAT EXCHANGER	4,709,753
VEHICLE ROOFTOP AIR CONDITIONER HOUSING	D306,341

NUTONE INC.

ACTIVE SUB-WOOFER SPEAKER SYSTEM	09/466,487
COMBINATION CEILING LIGHT AND VENT GRILLE	D287,888
COMBINED CEILING LIGHT AND VENT INTAKE FOR BATHROOM AND THE LIKE	D282,972
COMBINED LENS AND GRILL COVER FOR A BATHROOM EXHAUST FAN WITH INTEGRAL LIGHT FIXTURE	D372,775
COMMUNICATION SYSTEM	1,208,823 (Canada)
DRAW-DOWN CYCLONIC VACUUM CLEANER	5,080,697
DRAW-DOWN CYCLONIC VACUUM CLEANER	5,254,147
DUAL CONE RECESSED LIGHTING FIXTURE	4,930,054
KITCHEN RANGE HOOD	76463 (Canada)
KITCHEN RANGE HOOD	8939 (Mexico)
KITCHEN RANGE HOOD	D392,380
MODULAR COVER	5,820,247
QUICK CONNECT AND DISCONNECT DOOR AND HINGE APPARATUS	5,624,170
RECONFIGURABLE SPEAKER SYSTEM	09/456,676
UNIVERSAL HOSE END CONNECTOR FOR A CENTRAL VACUUM SYSTEM	09/430,657
VENTILATOR CONTROLLER WITH VARIABLY ADJUSTABLE FAN AND LIGHT	5,690,093

FROM: WINSTON & STRAWN LLP

NORTEK, INC. AND CERTAIN OF ITS SUBSIDIARIES**LOAN AND SECURITY AGREEMENT**

Dated: July __, 2002

\$200,000,000

FLEET SECURITIES, INC.,**FLEET CAPITAL CORPORATION****FLEET CAPITAL CANADA CORPORATION,****RICHWOOD BUILDING PRODUCTS, INC.**

ADJUSTABLE SHUTTER WITH REVERSABLE END CAP	5,617,688
BRACKET FOR MOUNTING A FIXTURE ON A WALL	1,269,970 (Canada)
BRACKET FOR MOUNTING A FIXTURE ON A WALL	4,726,152
INTERNALLY FLASHED SIDING CHANNEL	2,105,825 (Canada)
INTERNALLY FLASHED SIDING CHANNEL	5,303,522
LOUVERED BASEMENT VENT	5,293,920
ROOF VENT	5,402,611
SHUTTER ASSEMBLY	5,924,255
	2,258,359 (Canada)
SHUTTER ASSEMBLY	5,430,986
SHUTTER ASSEMBLY	5,347,782
SHUTTER ASSEMBLY WITH GROOVED EDGE	5,373,677
SOFFIT VENT	2,144,377 (Canada)
TRIM ASSEMBLY FOR FINISHING A FIXTURE ON A BUILDING EXTERIOR	5,526,619
TRIM ASSEMBLY FOR FINISHING A FIXTURE ON A BUILDING EXTERIOR	2,144,286 (Canada)

THERMAL-GARD, INC.

HEADER ASSEMBLY	5,144,776
LOCKING SYSTEM FOR A DOUBLE-HUNG WINDOW	6,139,071 (USA)
	2,229,794 (Canada)
METHOD OF PRODUCING A WINDOW SASH	5,379,518
WINDOW SASH AND AN ASSOCIATED METHOD OF MAKING A WINDOW SASH	5,570,548

VARIFORM, INC.

METHOD AND APPARATUS FOR NOTHING VINYL PANELS	08/965,790
METHOD AND APPARATUS FOR CREATING CONTROLLED COLOR PATTERNS IN FORMED VINYL SHEET ARTICLE	5,053,176
METHOD AND APPARATUS FOR CREATING RANDOM SHADOW PATTERNS IN FORMED VINYL SHEET PARTICLE	4,352,771
MOBILE HOME SKIRT SYSTEM	4,400,919
MOBILE HOME SKIRTING SYSTEM	4,549,378
PERIMETER SKIRTING ELEVATED STRUCTURES	D402,063
PERIMETER SKIRTING FOR ELEVATED STRUCTURES	D404,504
SIDING INTERLOCK PANEL	D382,351
SIDING PANEL	6,341,463
SIDING PANEL WITH INTERLOCK	6,341,464
SIDING PANEL WITH INTERLOCK	6,065,260

FROM: WINSTON & STRAWN LLP

NORTEK, INC. AND CERTAIN OF ITS SUBSIDIARIES

LOAN AND SECURITY AGREEMENT

Dated: July __, 2002

\$200,000,000

FLEET SECURITIES, INC.,

FLEET CAPITAL CORPORATION

FLEET CAPITAL CANADA CORPORATION,

VERTICAL HEIGHT IMPACT TESTING APPARTUS	09/877,812
VINYL SHEET ARTICLE PRESENTING STRIATED COLOR PATTERNS AND METHOD OF MAKING THE SAME	5,232,751
VINYL SIDING TRANSPORT RACK AND METHOD OF CONSTRUCTION	09/949,422

VENMAR VENTILATION INC.

AIR DUCT VALVE	2,388,317 (Canada)
AIR DUCT VALVE	10/157,820
AIR INLET/EXHAUST PORT	2001-1361 (Canada)
AIR INLET/EXHAUST PORT	29/150,715
AIR VENTILATION GRILL	2001-1362 (Canada)
AIR VENTILATION GRILL	29/150,716
DEFROSTABLE VENTILATION SYSTEM	2,059,195 (Canada)
DEFROSTABLE VENTILATION SYSTEM	5,193,610
ENCEINTE POUR VENTILATEUR POUR UN MUR	1995-1561 (Canada)
EXTERIOR INLET/EXHAUST PORT	2,388,345 (Canada)
EXTERIOR INLET/EXHAUST PORT	10/157,821
FACE PLATE FOR A VENTILATION CONTROL UNIT	29/161,230
FACE PLATE FOR A VENTILATION CONTROL UNIT	99958 (Canada)
FRONT PORTION OF A KITCHEN HOOD	D367,319
FRONT PORTION OF A KITCHEN HOOD	D361,376
HOUSING FOR VENTILATION UNIT	29/161,229
HOUSING FOR VENTILATION UNIT	99600 (Canada)
UNITARY HEAT EXCHANGER FOR THE AIR-TO-AIR TRANSFER OF WATER VAPOR AND SINSIBLE HEAT	5,771,707
UNITARY HEAT EXCHANGER FOR THE AIR-TO-AIR TRANSFER OF WATER VAPOR AND SINSIBLE HEAT	2,195,282 (Canada)
VENTILATOR HOUSING	D366,522
VENTILATOR HOUSING	D340,109
VENTILATION METHOD AND DEVICE	2,388,527 (Canada)
VENTILATION METHOD AND DEVICE	PVT/CA2/008 (PCT)
VENTILATION METHOD AND DEVICE	10/158,492 (USA)
VENTILATION SYSTEM	09/770,021
VENTILATION SYSTEM	09/898,277
VENTILATION UNIT	6,209,622 (USA)
	2,134,168 (Canada)
VIBRATION ATTENUATOR MOUNTING MEANS	2,056,946 (Canada)

FROM: WINSTON & STRAWN LLP

NORTEK, INC. AND CERTAIN OF ITS SUBSIDIARIESLOAN AND SECURITY AGREEMENT

Dated: July __, 2002

\$200,000,000

FLEET SECURITIES, INC.,FLEET CAPITAL CORPORATIONFLEET CAPITAL CANADA CORPORATION,XANTECH CORPORATION

BACKGROUND MUSIC CONTROLLER	09/589,945
CURRENT SENDING WAFTER	6,081,109
INFRARED CONTROL SYSTEM	09/716,186
INFRARED EXTENTION SYSTEM	4,509,211 2,140,182 (United Kingdom) 182 (Hong Kong) 25991 (Taiwan) 1,200,024 (Canada)
REMOTE CONTROL UNIT INTEGRATOR CONSOLE	4,709,412
VERTICAL BLANKING INTERVAL STANDARDIZER CIRCUIT	4,803,552
WALL PENETRATOR FITTING	5,447,400

* A security interest in intellectual property was granted by Multiplex Technology, Inc. ("MTI") (among other entities unrelated to Nortek, Inc.) to Societe Generale, as agent. The Security Agreement is dated as of January 19, 1999, and was recorded with the Patent Office on June 24, 1999. Nortek, Inc. acquired MTI in May 1999.