

02/22/2011

2/22/11



EET

To the Director of the U.S. Patent

103618697

documents or the new address(es) below.

**1. Name of conveying party(ies)**

Niles Audio Corporation

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

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

Execution Date(s) 1/29/2011

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

**2. Name and address of receiving party(ies)**

Name: The AVC Group, LLC

Internal Address:

Street Address: 1969 Kellogg Avenue

City: Carlsbad

State: CA

Country: USA

Zip 92008

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)**

60/212161 29/261066 12/422774 09/652946  
09/652947

**B. Patent No.(s)**

6,448,857 6,653,899 6,501,389 6,305,967 D475,364 D461,464  
6,159,035 D579,922 6,683,963 6,070,694 6,026,927 D579,919  
D577,714 6,385,326 D586,786

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dawn Valois

Internal Address: c/o Nortek, Inc.

Street Address: 50 Kennedy Plaza

City: Providence

State: RI Zip 02903

Phone Number: 401-751-1600

Fax Number: 401-751-9844

Email Address: valois@nortek-inc.com

**6. Total number of applications and patents involved: 20**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$800**

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

**8. Payment Information**

Deposit Account Number

Authorized User Name

**9. Signature:**

*Dawn Valois*

Signature

Dawn Valois

Name of Person Signing

02/22/2011 2/22/2011 103618697 662 2161  
81 FC:6621 Date

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

9

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 January 29, 2011 (this "Assignment") by and among Niles Audio Corporation, a Delaware corporation (the "Assignor") and The AVC Group, LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

WHEREAS, 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, 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 but not limited to that Intellectual Property listed on Schedule A hereto.

NOW, THEREFORE, 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, as successor to the business to which the mark pertains, which business is ongoing and existing, all rights, titles, and interests in and to the Intellectual Property, including the goodwill associated with the Intellectual Property and any renewals and extensions of the Intellectual Property 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 or causes of action by reason of past, present, or future infringement or other unauthorized use of the Intellectual Property 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. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

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

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Intellectual Property, 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 Intellectual Property. 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

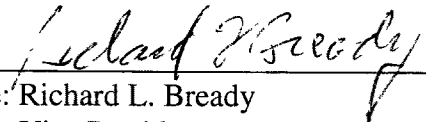
possession of the Assignor) to obtain, perfect, and defend the Intellectual Property in this or any foreign country.

4. 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.

5. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, 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 Delaware.

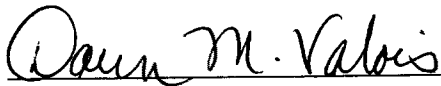
IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

NILES AUDIO CORPORATION

By:   
Name: Richard L. Bready  
Title: Vice President

STATE OF RHODE ISLAND     )  
   )  
COUNTY OF PROVIDENCE     )

This Trademark Assignment was executed before me on January 29, 2011 by Richard L. Bready, Vice President of Niles Audio Corporation.

  
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

THE AVC GROUP, LLC

By: Edward J. Cooney

Name: Edward J. Cooney

Title: Vice President and Treasurer

STATE OF RHODE ISLAND )

COUNTY OF PROVIDENCE )

This Trademark Assignment was executed before me on January 29, 2011 by Edward J. Cooney, Vice President and Treasurer of The AVC Group, LLC.

Dawn M. Valois  
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

**Issued and Pending Patents**

See attached listing of patents.

# Patents

Subsidiary	Patent	Patent No	Serial No	Country of Registration
Niles Audio Corporation				
	AUDIO AMPLIFIER CONTROLLER HAVING NETWORK DETECTION AND ASSOCIATED METHODS		60/212,161	USA
	AUDIO AMPLIFIER CONTROLLER HAVING SOFT START CIRCUIT PROTECTION & ASSOCIATED METHODS	6,448,857	09/548960	USA
	AUDIO AMPLIFIER POWER AND TEMPERATURE CONTROLLER HAVING NETWORK DETECTING & ASSOCIATED METHODS	6,653,899	09/882999	USA
	AUDIO AMPLIFIER POWER AND TEMPERATURE NETWORK DETECTING & ASSOCIATED METHODS		PCT/US01/19112	USA
	AUDIO, VIDEO, OR MULTIMEDIA SYSTEM KEYPAD CONTROLLER HAVING MULTIPLE VECTOR CONTROL PATHS AND ASSOCIATED METHODS	6,501,389	09/406035	USA
	CONNECTOR ASSEMBLY HAVING MEANS FOR PENETRATING THE INSULATION AND ESTABLISHING ELECTRICAL CONNECTION WITH THE WIRES	6,305,967	09/655468	USA
	CONNECTOR ASSEMBLY HAVING MEANS FOR PENETRATING THE INSULATION AND ESTABLISHING ELECTRICAL CONNECTION WITH THE WIRES	6,159,035	09/448358	USA
	FRAME WITH INTEGRATED BASKET		200830005321 6	China
	FRAME WITH INTEGRATED BASKET	D579,922	29/283025	USA
	INDOOR/OUTDOOR LOUDSPEAKER		29/261066	USA
	INFRARED REPEATER SYSTEM		12/422774	USA
	INTERCHANGEABLE LOUDSPEAKER BAFFLE ASSEMBLY		2001293237	Australia
	INTERCHANGEABLE LOUDSPEAKER BAFFLE ASSEMBLY		2,436,975	Canada
	INTERCHANGEABLE LOUDSPEAKER BAFFLE ASSEMBLY		01973683 4	Europe
	INTERCHANGEABLE LOUDSPEAKER BAFFLE ASSEMBLY	NZ525051	525051	New Zealand
	INTERCHANGEABLE LOUDSPEAKER BAFFLE ASSEMBLY		09/652,946	USA

<i>Subsidiary</i>	<i>Patent</i>	<i>Patent No</i>	<i>Serial No</i>	<i>Country of Registration</i>
	INTERCHANGEABLE LOUDSPEAKER BAFFLE ASSEMBLY		PCT/US01/41978	USA
	INTERCHANGEABLE PIVOTING LOUDSPEAKER ASSEMBLY WITH SPRING RETAINED HIGH FREQUENCY TRANSDUCER		2002323485	Australia
	INTERCHANGEABLE PIVOTING LOUDSPEAKER ASSEMBLY WITH SPRING RETAINED HIGH FREQUENCY TRANSDUCER		2,459,385	Canada
	INTERCHANGEABLE PIVOTING LOUDSPEAKER ASSEMBLY WITH SPRING RETAINED HIGH FREQUENCY TRANSDUCER		027574698	European Union
	INTERCHANGEABLE PIVOTING LOUDSPEAKER ASSEMBLY WITH SPRING RETAINED HIGH FREQUENCY TRANSDUCER		531453	New Zealand
	INTERCHANGEABLE PIVOTING LOUDSPEAKER ASSEMBLY WITH SPRING RETAINED HIGH FREQUENCY TRANSDUCER		PCT/US02/27601	USA
	INTERCHANGEABLE PIVOTING LOUDSPEAKER ASSEMBLY WITH SPRING RETAINED HIGH FREQUENCY TRANSDUCER	6,683,963	09/943676	USA
	LOUDSPEAKER	305002	10498/2005	Australia
	LOUDSPEAKER	305001	10497/2005	Australia
	LOUDSPEAKER	116848	116848	Canada
	LOUDSPEAKER	110033	110033	Canada
	LOUDSPEAKER	000307079-001		European Union
	LOUDSPEAKER	000307079-002		European Union
	LOUDSPEAKER	3020458		Great Britain
	LOUDSPEAKER	21014		Mexico
	LOUDSPEAKER	407491	407491	New Zealand
	LOUDSPEAKER	405834	405834	New Zealand
	LOUDSPEAKER ASSEMBLY	6,070,694	09/148931	USA
	MODULAR TWEETER BRIDGE		200830005325 4	China
	MODULAR TWEETER BRIDGE		29/283296	USA
	PRECISELY CONTROLLED PIVOTING AND ROTATING LOUDSPEAKER ASSEMBLY	D577,714	2,436,955	Canada

<i>Subsidiary</i>	<i>Patent</i>	<i>Patent No</i>	<i>Serial No</i>	<i>Country of Registration</i>
	PRECISELY CONTROLLED PIVOTING AND ROTATING LOUDSPEAKER ASSEMBLY	525052	525052	New Zealand
	PRECISELY CONTROLLED PIVOTING AND ROTATING LOUDSPEAKER ASSEMBLY		09/652,947	USA
	PRECISELY CONTROLLED PIVOTING AND ROTATING LOUDSPEAKER ASSEMBLY		PCT/US01/41977	USA
	QUICK-DETACHABLE STRUCTURE FOR ON-WALL SPEAKER PANEL	6,385,326	09/542259	USA
	SPEAKER	94707	2001-0522	Canada
	SPEAKER		40102054 1	Germany
	SPEAKER	2099883		Great Britain
	SPEAKER	87728	MI2001/O 000143	Italy
	SPEAKER	14849		Mexico
	SPEAKER	D461,464	29/128898	USA
	SPEAKER	D475,364	29/142852	USA
	SPEAKER ASSEMBLY	6,026,927	09/148934	USA
	TWEETER BRIDGE		200830005328 8	China
	TWEETER BRIDGE	D579,919	29/283490	USA
	TWEETER FACEPLATE		2008730005321 6	China
	TWEETER FACEPLATE	D586,786	29/283024	USA