

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3247772

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANTHRO CORPORATION	02/20/2015
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	1525 WEST W.T. HARRIS BLVD.	
Internal Address:	MAC D1109-019	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28262	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	D444321	
Patent Number:	D443157	
Patent Number:	D441513	
Patent Number:	D486679	
Patent Number:	D503060	
Patent Number:	D500575	
Patent Number:	D547990	
Patent Number:	8125194	
Patent Number:	8051782	
Application Number:	29473345	
Application Number:	62085425	
Application Number:	62087215	
CORRESPONDENCE DATA		
Fax Number:	(704)373-8822	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(704) 373-4640	
Email:	bsmith@mcguirewoods.com	
Correspondent Name:	BETTY G. SMITH, SENIOR PARALEGAL	

PATENT

Address Line 1:	MCGUIREWOODS LLP, 201 N. TRYON STREET
Address Line 2:	SUITE 3000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0677
NAME OF SUBMITTER:	BETTY G. SMITH
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	03/02/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated February 20, 2015, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Wells Fargo Bank, National Association, as Collateral Agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS Nortek, Inc., a Delaware corporation (the "*Borrower*") has entered into an Amended and Restated Credit Agreement dated as of April 30, 2014 (as amended, restated, amended and restated, refinanced, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wells Fargo Bank, National Association, as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated April 30, 2014 made by the Grantor and such other Persons to the Collateral Agent (as amended, restated, amended and restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated April 30, 2014 (as amended, restated, amended and restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Subject to Section 1 of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

SECTION 6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement or of any supplement to this IP Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Intercreditor Agreement Prevails. Reference is made to the Amended and Restated Lien Subordination and Intercreditor Agreement, dated as of April 30, 2014,


among Bank of America, N.A., as ABL Administrative Agent thereunder for the ABL Secured Parties (as defined in the Intercreditor Agreement) referred to therein; the Collateral Agent; Nortek, Inc.; and the other subsidiaries of Nortek, Inc. named therein (the "Intercreditor Agreement"). Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ANTHRO CORPORATION

By


Name: Kevin W. Donnelly
Title: Senior Vice President, General
Counsel and Secretary

Address for Notices:
Nortek, Inc.
500 Exchange Street
Providence, RI 02903

Schedule A
Patents

See attached

Anthro Corporation Patent Properties - CONFIDENTIAL

TITLE	COUNTRY	Application Number	Application Date	Patent Number	Grant Date	Status
LOW-PROFILE TASK BENCH	United States	29/124809	06/12/2000	D444321	07/03/2001	ISSUED
COMPUTER EQUIPMENT SUPPORT RACK FOR ATTACHMENT TO A WORKSTATION	United States	29/123878	05/24/2000	D443157	06/05/2001	ISSUED
MOBILE STORAGE CART FOR MULTIPLE PORTABLE COMPUTERS	United States	29/128267	08/21/2000	D441513	05/01/2001	ISSUED
WORKSTATION ASSEMBLY (FIT System - Standard Unit)	United States	29/160410	05/10/2002	D486679	02/17/2004	ISSUED
WORKSTATION ASSEMBLY (FIT System - Large Std. Unit)	United States	29/194327	11/21/2003	D503060	03/22/2005	ISSUED
CART (Calypso)	United States	29/199227	02/11/2004	D500575	01/04/2005	ISSUED
WALL DESK	United States	29/251321	01/06/2006	D547990	08/07/2007	ISSUED
WALL DESK	European Community Design	000560214-0001	06/26/2006	000560214-0001	08/26/2006	ISSUED
LAPTOP COMPUTER STORAGE AND BATTERY CHARGING SYSTEMS AND METHODS INCLUDING TRANSIENT CURRENT INRUSH LIMITER	United States	12/048168	03/13/2008	8125194	02/28/2012	ISSUED
DESK AND DISPLAY STAND WITH HEIGHT AND DEPTH ADJUSTMENT	United States	12/277604	11/25/2008	8051782	11/08/2011	ISSUED
RECIRCULATING BEARING	United States	29/473345	11/21/2013			PENDING
DOUBLE-BEAM SLIDING MOUNT FOR ELECTRONIC VIDEO DISPLAYS AND OTHER ITEMS	United States	62/085425	11/28/2014			PENDING
HEIGHT ADJUSTABLE FURNITURE SUPPORT	United States	62/087215	12/03/2014			PENDING

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REEL: 035070 FRAME: 0513

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country

See attached

Image	Mark Name	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.
	A (STYLIZED)	United States	REGISTERED	09/30/86	73/623,344	03/15/88	1,460,528
	ANTHRO	Canada	REGISTERED	02/23/05	1248224	03/28/07	TMA884860
	ANTHRO A (STYLIZED)	United States	REGISTERED	09/30/86	73/623,348	08/11/87	1,452,187
	ANTHRO DOT	United States	FILED	02/04/14	86/183,703		
	ANTHRO MONITOR CONTROL SYSTEM	United States	REGISTERED	01/10/08	77/388,874	10/27/09	3,702,388
	ANTHRO: WHERE TECHNOLOGY MEETS COMFORT	United States	REGISTERED	11/01/11	85/481,881	06/26/13	4,358,693
	ANTHROARM	United States	REGISTERED	09/30/86	73/623,346	07/07/87	1,446,109
	ANTHROCART	United States	REGISTERED	09/30/86	73/623,347	08/11/87	1,452,186
	ANTHROSPACE	United States	REGISTERED	03/03/08	77/411,285	04/28/09	3,611,142
	CARL'S TABLE	United States	REGISTERED	08/30/04	78/475,807	07/18/06	3,118,172
	CARL'S TABLE	Community Trademark	REGISTERED	02/23/05	4304564	05/19/06	4304564
	CARL'S TABLE	Canada	REGISTERED	02/10/05	1,247,580	08/15/07	TMA890,013
	COMPACTA	United States	REGISTERED	01/02/08	77/382,670	02/17/09	3,574,877
	COMPACTA	Canada	REGISTERED	12/03/93	742649	01/21/97	TMA468,099
	CONVOI	United States	REGISTERED	05/20/05	78/633,852	03/04/08	3,382,924
	ELEVATE	United States	REGISTERED	08/21/12	85/734,868	08/27/13	4,390,955
	ENOOK	United States	REGISTERED	02/09/05	78/663,456	08/27/06	3,110,549
	FIT SYSTEM	United States	REGISTERED	03/12/01	76/223,789	08/05/03	2,748,032
	ICART	United States	REGISTERED	06/28/99	75/739,423	01/06/04	2,802,632
	IDEACART	United States	REGISTERED	05/28/97	75/299,674	01/18/99	2,218,283
	M CART	United States	REGISTERED	05/06/09	77/730,954	11/18/10	3,877,634
	MONITOR EASY TRACK	United States	REGISTERED	05/04/11	85/312,559	10/09/12	4,222,720
	MOVEMORE	United States	FILED	03/18/13	85/879,036		
	POLE CART	United States	REGISTERED	08/21/12	85/734,937	07/23/13	4,373,872
	SHOP ABOUT	United States	REGISTERED	03/15/08	78/837,589	08/05/08	3,482,320
	STEVE'S STATION	United States	REGISTERED	11/02/10	85/167,067	03/20/12	4,115,847
	STUART'S COLUMN	United States	FILED	07/30/13	86/023,552		
	TECHNOLOGY FURNITURE	Canada	REGISTERED	12/19/11	1558960	04/07/14	TMA875960
	TECHNOLOGY FURNITURE	United States	REGISTERED	12/14/80	74/124,363	02/18/92	1,675,895
	THE PEANUT	United States	FILED	05/15/13	86/933,217		
	YES CART	United States	FILED	03/05/14	88/212,265		
	ZIDO	United States	REGISTERED	08/20/05	78/654,083	04/17/07	3,231,268

Schedule C
Copyrights.

Type of Work: Text
Registration Number/Date: TXu000942984/2000-03-09
Title: Anthro ultra compact cart: assembly instructions
Description: Folder
Copyright Claimant: Anthro Corporation
Date of Creation: 1995