

01-24-2005



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102923414

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

M&S Systems, LP

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 01/05/2005

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal Address: as U.S. Administrative Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/865,633;
78/260,167 and 78/451,501

B. Trademark Registration No.(s) 2,466,878;
2,735,073; 2,318,130 and 2,811,899

Additional number(s) attached Yes No

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

Name: Luis Rodriguez
Corporation Service Company
Internal Address: 1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: order # 156072-10
cm # 15370.262

City: New York State: NY Zip: _____

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 170⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

January 13, 2005
Date

Total number of pages including cover sheet, attachments, and document: 7

01/24/2005 6TON11 00000062 75865633

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

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

TRADEMARK
REEL: 003104 FRAME: 0767

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated January 5, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of UBS AG, Stamford Branch, as U.S. administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Nortek, Inc. (f/k/a THL Buildco, Inc.), a Delaware corporation, has entered into a Credit Agreement dated as of August 27, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Nortek Holdings, Inc. (f/k/a THL Buildco Holdings, Inc.), a Delaware corporation ("**Holdings**"), the Canadian Borrowers named therein, UBS AG, Stamford Branch, as the U.S. L/C Issuer and the U.S. Administrative Agent, the other Agents named therein 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, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement dated August 27, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative 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**");

IP Security Agreement

(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 Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each 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.

Section 4. 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IP Security Agreement

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

NORTEK, INC.
(f/k/a THL Buildco, Inc.)

By: Edward J. Cooney
Edward J. Cooney
Vice President and Treasurer

Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

NORTEK HOLDINGS, INC.
(f/ka/ THL Buildco Holdings, Inc.)

By: Edward J. Cooney
Edward J. Cooney
Vice President and Treasurer

Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

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

M&S SYSTEMS GP, INC.
M&S SYSTEMS LP, INC.

By: Edward J. Cooney
Edward J. Cooney
the Vice President and Treasurer
of each of the above-named corporations

Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

IP Security Agreement

TRADEMARK
REEL: 003104 FRAME: 0771

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

M&S SYSTEMS, LP

By: M&S Systems GP, Inc., its
General Partner

By: Edward J. Cooney
Edward J. Cooney
Vice President and Treasurer

Schedule A

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

Trademarks

<u>Mark</u>	<u>Application/Registration No.</u>
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

<u>Patent</u>	<u>File No.</u>
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