

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Niles Audio Corporation		08/04/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2736404	A DAY IN THE LIFE OF INTELLICONTROL
Registration Number:	2176620	BLENDING HIGH FIDELITY AND ARCHITECTURE
Registration Number:	2680681	BLENDING HIGH FIDELITY AND ARCHITECTURE
Registration Number:	2636880	BLENDING TECHNOLOGY AND ARCHITECTURE
Registration Number:	1810582	BLUEPRINT SERIES IN-WALL LOUDSPEAKERS
Serial Number:	76500692	BUMP BACK
Serial Number:	76500691	BUS MATRIX
Registration Number:	2625790	CINET
Registration Number:	2268511	D.S.F.G. DIRECTED SOUND FIELD GEOMETRY
Registration Number:	2245815	ELASTODYNAMIC
Registration Number:	2810333	FIRST NAME IN CUSTOM INSTALLATION
Registration Number:	2424833	FLEX-CONNECT
Registration Number:	2364327	I3
Registration Number:	2446969	IDEFINITION

CH \$1265.00 2736404

Registration Number:	2864517	INGENIOUS IR
Registration Number:	2143462	INTELLICONTROL
Serial Number:	76476448	INTELLICONTROL
Registration Number:	2174287	INTELLIFILE
Serial Number:	76513318	INTELLIMATCH
Serial Number:	76513317	INTELLIMOUNT
Registration Number:	2034463	INTELLIPAD
Serial Number:	76472014	INTELLIREMOTE
Registration Number:	2390586	I PAD
Registration Number:	2407028	IPOWER
Registration Number:	2486658	IQ
Registration Number:	2897553	IREMOTE
Serial Number:	76500694	IWARE
Registration Number:	2074257	JOB SITE
Serial Number:	76563695	JOB SITE
Serial Number:	76637255	JOBSITE
Registration Number:	2677678	JUST 'N CASE
Registration Number:	2647567	MICROFLASHER
Registration Number:	2647566	MICROSENSOR
Registration Number:	2033739	NILES
Registration Number:	2720886	NILES
Registration Number:	2797159	NILES
Registration Number:	1904249	NILES
Registration Number:	2797158	NILES
Registration Number:	2788662	NILES
Registration Number:	2721297	PURE CUSTOM
Registration Number:	2645663	REMOTE CONTROL ANYWHERE!
Registration Number:	2677676	SELECT
Registration Number:	2677677	SILENCER
Registration Number:	2739813	SOLO
Serial Number:	76594467	SYSTEMS INTEGRATION AMPLIFIER
Registration Number:	2248408	SYSTEMS INTEGRATION AMPLIFIER
Registration Number:	2683268	TRANSPORT
Serial Number:	76513321	TWIST & LOCK
Serial Number:	76608977	ULTRASILK

Serial Number:

76500693

X-MATRIX

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:

Christine Wilson

Signature:

/CHRISTINE WILSON/

Date:

10/19/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 4, 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

IP Security Agreement

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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 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.

IP Security Agreement

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

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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

IP Security Agreement

TRADEMARK
REEL: 003178 FRAME: 0007

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.

NILES AUDIO CORPORATION


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


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

IP Security Agreement

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REEL: 003178 FRAME: 0008

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

By: 
Name: Irja R. Otsa
Title: Associate Director

By: 
Name: Richard L. Tavrow
Title: Director

Schedule A

Patents

<u>Patent</u>	<u>Application/Registration No.</u>
Interchangeable Loudspeaker Baffle Assembly	09/652,946
Loudspeaker with an Integrated Woofer Frame and Baffle Component	10/771,218
Infrared Remote Control Receiver and System	10/651,399
Cone Forward Loudspeaker Assembly	10/656,615
Loudspeaker	29/212,525
Precisely Controlled Pivoting and Rotating Loudspeaker Assembly	PCT/US01/41977
Precisely Controlled Pivoting and Rotating Loudspeaker Assembly	2003-001790 (Mexico)
Precisely Controlled Pivoting and Rotating Loudspeaker Assembly	2001293236 (Australia)
Precisely Controlled Pivoting and Rotating Loudspeaker Assembly	525052 (New Zealand)
Precisely Controlled Pivoting and Rotating Loudspeaker Assembly	01973682.6 (EU)
Precisely Controlled Pivoting and Rotating Loudspeaker Assembly	2,436,955 (Canada)
Interchangeable Loudspeaker Baffle Assembly	2003-001860 (Mexico)
Interchangeable Loudspeaker Baffle Assembly	2001293237 (Australia)
Interchangeable Loudspeaker Baffle Assembly	525051 (New Zealand)
Interchangeable Loudspeaker Baffle Assembly	01973683.4 (EU)
Interchangeable Loudspeaker Baffle Assembly	2,436,975 (Canada)
Speaker	MI2001/O 000143
Interchangeable Pivoting Loudspeaker Assembly with Spring Retained High Frequency Transducer	PCT/US02/27601
Interchangeable Pivoting Loudspeaker Assembly with Spring Retained High Frequency Transducer	2,459,385
Infrared Remote Control Receiver and System	PCT/US04/027442
Cone Forward Loudspeaker Assembly	PCT/US04/028832
Loudspeaker	10498/2005 (Australia) 10497/2005 (Australia)
Loudspeaker	110033
Loudspeaker	--
Loudspeaker	2005—000283 (Mexico)
Loudspeaker	405834
Loudspeaker	3020458
Loudspeaker Assembly	6,070,694
Speaker Assembly	6,026,927
Audio Amplifier Controller Having Soft Start Circuit Protection & Associated Methods	6,448,857
Audio Amplifier Controller Having Network Detecting & Associated Methods	6,653,899
Audio, Video, or Multimedia System Keypad Controller Having Network Detecting And Associated Methods	6,501,389
Speaker	D461,464
Speaker	Design 14849 (Mexico)
Speaker	94707 (Canada)
Speaker	40102054.1 (Germany)
Speaker	2099883 (Great Britain)
Speaker	D475,364
Interchangeable Pivoting Loudspeaker Assembly with Spring Retained High Frequency Transducer	6,683,963
Connector Assembly Having Means for Penetrating the Insulation and	6,159,035

Establishing Electrical Connection With the Wires	
Connector Assembly Having Means for Penetrating the Insulation and Establishing Electrical Connection With the Wires	6,305,967
Quick-Detachable Structure for On-Wall Speaker Panel	6,385,326

Schedule B

Trademarks

Mark	Application/Registration No.	Country
A Day in the Life of IntelliControl ®	2,736,404	USA
A Day in the Life of... sm		USA
Blending High Fidelity & Architecture ®	2,176,620	USA
Blending High Fidelity & Architecture ®	2,680,681	USA
Blending Technology & Architecture ®	2,636,880	USA
Blueprint Series In-Wall Loudspeakers ®	1,810,582	USA
BumpBack ™	76/500692	USA
BusMatrix ™	76/500691	USA
Ci Net ®	2,625,790	USA
D.S.F.G. Directed Sound Field Geometry ®	2,268,511	USA
ElastoDynamic ®	2,245,815	USA
First Name in Custom Installation ®	947210	Australia
First Name in Custom Installation ®	2,810,333	USA
First Name in Custom Installation ™	Brazil	Brazil
First Name in Custom Installation ™	TMA629,599	Canada
First Name in Custom Installation ™		EU
First Name in Custom Installation ™	593479	Mexico
First Name in Custom Installation ®	675648	New Zealand
FlexConnect ®	2,424,833	USA
Fortune Follows Function ™		USA
i3 ®	2,364,327	USA
iDefinition ®	2,446,969	USA
Ingenious IR ®	2,864,517	USA
Ingenious IR ™		Canada
IntelliControl ®	943637	Australia
IntelliControl ®	785724	Mexico
IntelliControl ®	673504	New Zealand
IntelliControl ®	2,143,462	USA
IntelliControl ™		Brazil
IntelliControl ®	TMA624,390	Canada
IntelliControl ®	003038049	EU
IntelliControl ™	76/476448	USA
IntelliFile ®	2,174,287	USA
IntelliMatch ™	76/513318	USA
IntelliMount ™	76/513317	USA
IntelliPad ®	2,034,463	USA
IntelliRemote ™	76/472014	USA
iPad ®	2,390,586	USA
IPC ™		USA
iPower ®	2,407,028	USA
iPower ®	785725	Mexico
iPower ™		Brazil
iPower ®	TMA616,6200	Canada
iQ ®	2,486,658	USA

iRemote ®	2,897,553	USA
iWare ™	76/500694	USA
JobSite ®	2,074,257	USA
JobSite ™	76/563695	USA
JobSite ™	76/637255	USA
Just In Case ®	2,677,678	USA
MicroFlasher ®	2,647,567	USA
MicroPerf ™		USA
MicroSensor ®	2,647,566	USA
Niles (& horizontal design) ®	1,975,053	Argentina
Niles (& horizontal design) ®	872058	Australia
Niles (& horizontal design) ®	33602	Bernuda
Niles (& horizontal design) ®	TMA500,679	Canada
Niles (& horizontal dcsign) ®	632.681	Chile
Niles (& horizontal design) ®	13688 of 2003	China Hong Kong
Niles (& horizontal design) ®	01034843	China Taiwan
Niles (& horizontal design) ®	134383	Costa Rica
Niles (& horizontal design) ®	63100	Cyprus
Niles (& horizontal design) ®	0125957	Dominican Republic
Niles (& horizontal design) ®	5121-00	Ecuador
Niles (& horizontal design) ®	000252072	EU
Niles (& horizontal design) ®	123,140	Guatemala
Niles (& horizontal design) ®	4753217	Japan
Niles (& horizontal design) ®	65978	Jordan
Niles (& horizontal design) ®		Lebanon
Niles (& horizontal design) ®	56314	Nicaragua
Niles (& horizontal design) ®	214851	Norway
Niles (& horizontal design) ®	177,714	Panama
Niles (& horizontal design) ®	00077881	Peru
Niles (& horizontal design) ®	499,287	Switzerland
Niles (& horizontal design) ®	37166	U.A.E.
Niles (& horizontal design) ®	2,033,739	USA
Niles (& horizontal design) ®	2,720,886	USA
Niles (& horizontal design) ®	2,797,159	USA
Niles (& horizontal design) ®	335,100	Uruguay
Niles (& horizontal design) ™	24,291	Bahamas
Niles (& horizontal design) ™	SM-3449	Bolivia
Niles (& horizontal design) ™		Brazil
Niles (& horizontal design) ™	2001/174067	China Mainland
Niles (& horizontal design) ™	1091726	Colombia
Niles (& horizontal design) ™	147992	Egypt
Niles (& horizontal design) ™	18688/01	El Salvador
Niles (& horizontal design) ™	4565/2001	Honduras
Niles (& horizontal design) ™		India
Niles (& horizontal design) ™	254964	Paraguay
Niles (& horizontal design) ™		Poland
Niles (& horizontal design) ™		Russia
Niles (& horizontal design) ™		South Africa
Niles (& horizontal design) ™	2002/001941	Turkey
Niles (& horizontal design) ™		Venezuela
Niles (& vertical design) ®	479,977	Canada
Niles (& vertical design) ®	1,904,249	USA
Niles (& vertical design) ®	1621	Andorra

Niles (& vertical design) ®	149,713	Israel
Niles (& vertical design) ®	689213	Mexico
Niles (& vertical design) ®	261787	New Zealand
Niles (& vertical design) ®	2,797,158	USA
Niles (vertical & horizontal design) ®	T01/15711J	Singapore
Niles (vertical & horizontal design) J	2001/13388	Malaysia
Niles (without design) ®	2788662	USA
Numeric ™		USA
Power Tools for the Custom Installation Professional ™		USA
Pure Custom ®	2,721,297	USA
QuickSnap ™		USA
Remote Control Anywhere! ®	2,645,663	USA
Select ®	2,677,676	USA
Silencer ®	2,677,677	USA
Solo ®	2,739,813	USA
Systems Integration Amplifier	76/594467	USA
Systems Integration Amplifier ®	2,248,408	USA
Transport ®	2,683,268	USA
Twist & Lock ™	76/513321	USA
UltraSilk ™	76/608977	USA
X-Matrix ™	76/500693	USA