

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panamax		05/06/2005	CORPORATION: CALIFORNIA

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: 8		
Property Type	Number	Word Mark
Serial Number:	78272626	MAX IN-WALL
Registration Number:	1493969	PANAMAX
Registration Number:	1557654	POWERMAX
Registration Number:	1677214	RACMAX
Registration Number:	2290525	SUBMAX
Registration Number:	1611050	TELEMAX
Serial Number:	78272661	THE SOURCE OF PURE SOUND AND PICTURE
Registration Number:	1841703	POWERMAX

CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-756-9292
Email:	christine.wilson@thomson.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1133 Avenue of the Americas

CH \$215.00 78272626

Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	10/05/2006

Total Attachments: 7
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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 May 6, 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

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.

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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

TRADEMARK
REEL: 003403 FRAME: 0164

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/k/a 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

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.

PANAMAX

By: 
Edward J. Cooney
Vice President and Treasurer

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

IP Security Agreement

TRADEMARK
REEL: 003403 FRAME: 0166

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

By: _____

Name: Wilfred V. Sahr
Title: Director
Banking Products
Services, US

By: _____

Name: [Signature]
Title: Associate Director
Banking Products
Services, US

IP Security Agreement

List Intellectual Property
(all owned by Panamax)

Schedule A

Patents

Patent	Application/Registration No.
SURGE SUPPRESSOR FOR COAX CABLE AND AC POWER LINES	4,807,083
FUSE BLOCK PROTECTOR	5,365,395
SINGLE LINE, MULTIPLE LINE TELECOMMUNICATIONS SURGE PROTECTOR	5,691,872
DUAL-LINE DUAL-VOLTAGE TELECOMMUNICATIONS SURGE PROTECTOR	5,734,542
MODULAR PRIMARY SURGE PROTECTOR ASSEMBLY	5,768,081
HYBRID MOV/GAS-TUBE AC SURGE PROTECTOR FOR BUILDING ENTRANCE	6,778,375
ABNORMAL VOLTAGE PROTECTION CIRCUIT	6,816,352
STOPPERED BOTTLE	D339,503
MODULAR SURGE SUPPRESSOR	D382,855
CONNECTION PLATE	D495,301
UNSAFE VOLTAGE SHUT OFF CIRCUIT	10/849,452
ROTATING ELECTRICAL CONNECTOR	10/981,913
METHOD AND APP ARA TUBRODUCTING GARAGE DOOR OPENERS	60/517,802
PROTECTION OF A/V COMPONENTS	10/788,069
PROTECTION CIRCUIT FOR SIGNAL AND POWER	10/788,072
MODULAR SIGNAL AND POWER CONNECTION DEVICE	10/788,073
SURGE PROTECTION FOR ELECTRONIC ANIMAL CONTAINMENT SYSTEM	10/723,327

Schedule B

Trademarks

Trademark	Application/Registration No.
MAX-IN-WALL	78/272626
PANAMAX	1,493,969
POWERMAX	1,557,654
POWERMAX	1,841,704
RAXMAN	1,677,214
SUBMAX	2,290,525
TELEMAX	1,611,050
THE SOURCE OF PURE SOUND AND PICTURE	78/272661

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