

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERGOTRON, INC.		12/30/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	335 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1833694	ERGOTRON	
Registration Number:	2307352	ERGOTRON	
Registration Number:	1841679	ERGOTRON	
Registration Number:	2936434	NEO-FLEX	
Registration Number:	3115153	STYLEVIEW	
Registration Number:	3750672	TEACHWELL	
Serial Number:	77703994	LEARNFIT	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Gloria Jung		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		

CH \$190.00 1833694

900180482

**TRADEMARK
 REEL: 004447 FRAME: 0098**

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 3232/615

NAME OF SUBMITTER: GLORIA JUNG

Signature: /GLORIA JUNG/

Date: 01/04/2011

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated December 30, 2010, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of America, N.A., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS Nortek, Inc., a Delaware corporation (the "*Specified U.S. Borrower*") and the other Loan Parties party thereto have entered into an Amended and Restated Credit Agreement dated as of December 17, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, N.A., as Administrative 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 Security Agreement dated December 17, 2009 made by the Grantor and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated December 17, 2009 (as amended, restated, amended and restated, 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 Administrative 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 I of the Security Agreement, 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*");
- (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 Administrative 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.

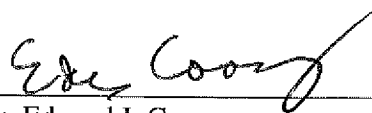
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Intercreditor Agreement Prevails. Reference is made to the Lien Subordination and Intercreditor Agreement dated as of December 17, 2009, among Bank of America, N.A., as collateral agent thereunder for the Revolving Facility Secured Parties (as defined in the Intercreditor Agreement) referred to therein; U.S. Bank National Association, as Trustee and as Noteholder Collateral Agent (as defined in the Intercreditor Agreement); 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 and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in 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.

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.

ERGOTRON, INC.

By



Name: Edward J. Cooney

Title: Vice President and Treasurer

Address for Notices:

Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

TRADEMARK

REEL: 004447 FRAME: 0102

Schedule A
Patents

Subsidiary	Description	Patent Number
Ergotron, Inc.	Base for a Computer Display	D412,161
Ergotron, Inc.	Cable Routing Duct	D380,736
Ergotron, Inc.	Cable Routing Duct	6,380,484
Ergotron, Inc.	Cart for a Computer Station	D450,903
Ergotron, Inc.	Computer Suspension System	5,743,503
Ergotron, Inc.	Display Mounting System and Method	7,690,611
Ergotron, Inc.	Dynamic Posture Chair	5,873,628
Ergotron, Inc.	Keyboard / Trackball Tray	D367,387
Ergotron, Inc.	Large Area Network Work Station	D455,916
Ergotron, Inc.	Lift System	6,189,849
Ergotron, Inc.	Methods and Apparatus for Generating Force and Torque	7,032,870
Ergotron, Inc.	Methods and Apparatus for Generating Force and Torque	7,506,853
Ergotron, Inc.	Monitor Support System	6,994,306
Ergotron, Inc.	Mounting System for Flat Panel Display, Keyboard and Stand	5,842,672
Ergotron, Inc.	Pivot/Ratchet Assembly and Support System	6,019,332
Ergotron, Inc.	Desktop Flat Panel Display Support System	6,015,120
Ergotron, Inc.	Ceiling System for a Flat Panel Display	5,924,665
Ergotron, Inc.	Keyboard Tray on Support Arm with Pivoting Brake	5,967,479
Ergotron, Inc.	Computer Keyboard and Flat Panel Display Cart	5,918,841
Ergotron, Inc.	Mounting System for Flat Panel Display, Keyboard and Stand	5,992,809

Subsidiary	Description	Patent Number
Ergotron, Inc.	Table Mount System for Flat Panel Display	5,947,429
Ergotron, Inc.	Multi-Function Display Mounting System	6,012,693
Ergotron, Inc.	Pivot Assembly and Support System	6,419,196
Ergotron, Inc.	Rack	D431,736
Ergotron, Inc.	Slim Line Arm	D423,745
Ergotron, Inc.	Stand for a Computer Display	D413,110
Ergotron, Inc.	Stand	6,997,422
Ergotron, Inc.	Support Arm	7,252,277
Ergotron, Inc.	Support for Flat Panel Monitor Display Unit	D477,325
Ergotron, Inc.	Support for Flat Panel Monitor Display Unit	D477,606
Ergotron, Inc.	Suspension System for Video Monitor or Other Equipment	5,876,008

Pending Patent Applications:

Subsidiary	Description	Serial Number
Ergotron, Inc.	Balanced Moment Lift System And Method	11/828,866
Ergotron, Inc.	Brake Stand Systems	61/267,250
Ergotron, Inc.	Convertible Display Stand System And Method	12/249,372
Ergotron, Inc.	Convertible Display Stand System And Method	12/614,032
Ergotron, Inc.	Display And Keyboard Positioning Apparatus And Method	61/369,392
Ergotron, Inc.	Dual Cam Balance Mechanism Systems And Methods	61/369,430
Ergotron, Inc.	Front Mount Positioning Apparatus and Method	61/412,456
Ergotron, Inc.	Laptop Computer Cart	61/303,357

Subsidiary	Description	Serial Number
Ergotron, Inc.	Laptop Computer Cart And Charging Station With Load Management System	61/383,224
Ergotron, Inc.	Laptop Computer Cart With Load Management System	61/360,277
Ergotron, Inc.	Lift Mechanism Systems And Methods	12/729,811
Ergotron, Inc.	Lift Mechanism Systems And Methods	12/755,813
Ergotron, Inc.	Stand System And Method	12/407,566
Ergotron, Inc.	Vertical Spring Lift Systems	12/944,966
Ergotron, Inc.	Spring Arm Lift Systems	12/945,068
Ergotron, Inc.	Stand with Panning Base	TBD

Schedule B
Trademarks

Subsidiary	Trademark	Application/Registration No.
Ergotron, Inc.	ERGOTRON	1,833,694
Ergotron, Inc.	ERGOTRON & Design	2,307,352
Ergotron, Inc.	ERGOTRON & Design	1,841,679
Ergotron, Inc.	NEO-FLEX	2,936,434
Ergotron, Inc.	STYLEVIEW	3,115,153
Ergotron, Inc.	LEARNFIT	77/703994
Ergotron, Inc.	TEACHWELL	3,750,672

Schedule C
Copyrights.

None.