

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
NORTEK, INC.		03/31/2011	CORPORATION: DELAWARE
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: 21			
Property Type	Number	Word Mark	
Serial Number:	85222172	LUNAURA	
Serial Number:	85194233	REVOLUCENT	
Serial Number:	85245397	SORPRESA	
Serial Number:	85213834	PS POWERSHUTTLE	
Serial Number:	85121127	EZMOUNT FLAT PANEL TV MOUNT	
Serial Number:	85223013	ALWAYS ON ALWAYS WATCHING	
Serial Number:	85222424	ALWAYS ON ALWAYS WATCHING	
Serial Number:	85222455	BLUEFIN	
Serial Number:	85222505	CHAMELEON	
Serial Number:	85223503	CLOSEOUTCCTV.COM	
Serial Number:	85223043	CLOSEOUTCCTV	
Registration Number:	3825643	FARM GEAR	
Serial Number:	85222980	LUXOR	
Serial Number:	85222185	LUXOR	

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Serial Number:	85222966	LUXOR
Serial Number:	85222406	LUXOR
Serial Number:	85199749	FLOBOX
Serial Number:	85199733	ROOTS
Serial Number:	85095032	ELIOS
Serial Number:	85152854	SUNFIRE DS
Serial Number:	85152841	SUNFIRE DYNAMIC SERIES

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/615
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	06/10/2011

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated March 31, 2011, 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 1 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 Notchholder 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.

NORTEK, INC.

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

Address for Notices:

Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

Schedule A
Patents

Subsidiary	Description	Patent Number	Country
Broan-NuTone LLC	AIR CLEANER SYSTEM	61/389110	USA
Broan-NuTone LLC	FAN/LIGHT COVER DESIGN	29/376645	USA
Broan-NuTone LLC	GRILLE DESIGN	29/375374	USA
Broan-NuTone LLC	GRILLE DESIGN	29/375371	USA
Broan-NuTone LLC	HOOD DESIGN	29/385081	USA
Broan-NuTone LLC	LIGHTING & VENTILATING SYSTEM & METHOD	12/902077	USA
Broan-NuTone LLC	LIGHTING & VENTILATING SYSTEM & METHOD	12/902065	USA
Broan-NuTone LLC	RANGE HOOD APPARATUS & METHOD	7,823,580	USA
Broan-NuTone LLC	VENTILATION UNIT CALIBRATION APPARATUS, SYSTEM & METHOD	12/873069	USA
Ergotron, Inc.	BIOFOCAL DISPLAY POSITIONING APPARATUS AND METHOD	61/441774	USA
Ergotron, Inc.	BRAKE STAND SYSTEMS	12/961920	USA
Ergotron, Inc.	MOBILE COMPUTING DEVICE CHARGING AND NETWORKING SYSTEM AND METHOD	13/025782	USA
Ergotron, Inc.	MOUNTING SYSTEM FOR FLAT PANEL DISPLAY, KEYBOARD AND STAND	5,992,809	USA
Huntair, Inc.	AIR FILTERATION SYSTEM WITH QUICK CONNECT	61/311974	USA
Huntair, Inc.	BACK DRAFT DAMPER	12/775000	USA

Subsidiary	Description	Patent Number	Country
Huntair, Inc.	FAN ARRAY CONTROL SYSTEM	12/889211	USA
Huntair, Inc.	METHODS AND SYSTEMS FOR ACTIVE SOUND ATENUATION IN AN AIR HANDLING UNIT	61/324634	USA
Huntair, Inc.	SOUND ATTENUATION FILTER	12/719607	USA
Mammoth, Inc.	CABINET FOR AN AIR HANDLING SYSTEM	12/786650	USA
Nordyne LLC	BENDING HEAT EXCHANGER - METHOD, APPARATUS, MACHINE, HVAC UNIT AND BUILDING	61/327012	USA
Nordyne LLC	COMPACT AND EFFICIENT HEAT EXCHANGER, FURNACE, HVAC UNIT, BUILDING, ANDMETHOD OF MAKING	12/271471	USA
Nordyne LLC	CONDENSING GAS PACKAGE UNIT FOR ROOF OR GROUND INSTALLATION, COLLECTOR, AND CONDENSATE DRAIN APPARATUS	13/025987	USA
Nordyne LLC	CONDENSING GAS PACKAGE UNIT CONFIGURED TO DRAIN CONDENSATE THROUGH RETURN AIR DUCT OR FLOOR OF UNIT ENCLOSURE	13/026003	USA
Nordyne LLC	CONDENSING GAS PACKAGE UNIT CONFIGURED TO DRAIN CONDENSATE THROUGH INDUCER FAN AND METHOD OF REDUCING FUEL CONSUMPTION	13/026014	USA

Subsidiary	Description	Patent Number	Country
Nordyne LLC	PREMIX FURNACE AND METHODS OF MIXING AIR AND FUEL AND IMPROVING COMBUSTION STABILITY	12/793318	USA
Nordyne LLC	HVAC CONTROL USING DISCRETE-SPEED THERMOSTATS AND RUN TIMES	12/844709	USA
OmniMount Systems, Inc.	MOUNTING SYSTEM FOR FLAT PANEL DISPLAY	12/779796	USA
OmniMount Systems, Inc.	SHORT CANTILEVER MOUNT WITH A TILT MECHANISM FOR A FLAT PANEL	29/263831	USA
OmniMount Systems, Inc.	TABLES FOR AUDIO/VISUAL EQUIPMENT	29/263823	USA
Venmar CES, Inc.	AIR COOLED HEDAT PUMP SYSTEM	13/009222	USA
Venmar CES, Inc.	HEAT PUMP HUMIDIFIER AND DEHUMIDIFIER SYSTEM AND METHOD	12/870546	USA
Venmar CES, Inc.	LIQUID-TO-AIR MEMBRANE ENERGY EXCHANGER	61/358321	USA
Venmar CES, Inc.	SYSTEM AND METHOD FOR EXCHANGING ENERGY	61/359193	USA
Venmar Ventilation Inc.	A DAMPER ASSEMBLY EXPLOITING A CRANKSHAFT	12/003334	USA
Venmar Ventilation Inc.	FACE OF AN AIR VENTILATION HOUSING	D5477853	USA
Venmar Ventilation Inc.	VENTILATION SYSTEM	7,458,228	USA

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country
Broan-NuTone LLC	LUNAURA	85/222172	USA
Broan-NuTone LLC	REVOLUCENT	85/194233	USA
Broan-NuTone LLC	SORPRESA	85/245397	USA
Ergoron, Inc.	POWERSHUTTLE & DESIGN	85/213834	USA
OmniMount Systems, Inc.	EZ MOUNT FLAT PANEL TV MOUNT	85/121127	USA
Skycam, LLC	ALWAYS ON ALWAYS WATCHING	85/223013	USA
Skycam, LLC	ALWAYS ON ALWAYS WATCHING	85/222424	USA
Skycam, LLC	BLUEFIN	85/222455	USA
Skycam, LLC	CHAMELEON	85/222505	USA
Skycam, LLC	CLOSEOUT CCTV.COM	85/223503	USA
Skycam, LLC	CLOSEOUTCCTV	85/223043	USA
Skycam, LLC	FARM GEAR	3,825,643	USA
Skycam, LLC	LUXOR	85/222980	USA
Skycam, LLC	LUXOR	85/222185	USA
Skycam, LLC	LUXOR	85/222966	USA
Skycam, LLC	LUXOR	85/222406	USA
SpeakerCraft, LLC	FLOWBOX	85/199749	USA
SpeakerCraft, LLC	ROOTS	85/199733	USA
The AVC Group, LLC	ELIOS & DESIGN	85/095032	USA
The AVC Group, LLC	SUNFIRE DS	85/152854	USA
The AVC Group, LLC	SUNFIRE DYNAMIC SERIES	85/152841	USA

Schedule C
Copyrights.

Subsidiary	Copyright	Application/Registration No.	Country
Gates That Open, LLC	PROSL 2000B	TX7178137	USA
Gates That Open, LLC	Push Button	TX7178133	USA
Gates That Open, LLC	PROSW2000	TX178144	USA
Gates That Open, LLC	Mighty Mule 350	TX178138	USA