

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTHRO CORPORATION		02/20/2015	CORPORATION: OREGON
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: 27			
Property Type	Number	Word Mark	
Registration Number:	1480528	A	
Registration Number:	1452167	ANTHRO A	
Serial Number:	86183703	ANTHRO DOT	
Registration Number:	3702386	ANTHRO MONITOR CONTROL SYSTEM	
Registration Number:	4358693	ANTHRO: WHERE TECHNOLOGY MEETS COMFORT	
Registration Number:	1446109	ANTHROARM	
Registration Number:	1452166	ANTHROCART	
Registration Number:	3611142	ANTHROSPACE	
Registration Number:	3118172	CARL'S TABLE	
Registration Number:	3574877	COMPACTA	
Registration Number:	3392924	CONVOI	
Registration Number:	4390955	ELEVATE	
Registration Number:	3110549	ENOOK	
Registration Number:	2748032	FIT SYSTEM	
Registration Number:	2802632	ICART	
Registration Number:	2218283	IDEACART	
Registration Number:	3877634	M CART	
Registration Number:	4222720	MONITOR EASY TRACK	
Serial Number:	85879035	MOVEMORE	

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Property Type	Number	Word Mark
Registration Number:	4373872	POLE CART
Registration Number:	3482320	SHOP ABOUT
Registration Number:	4115847	STEVE'S STATION
Serial Number:	86023552	STUART'S COLUMN
Registration Number:	1675895	TECHNOLOGY FURNITURE
Serial Number:	85933217	THE PEANUT
Serial Number:	86212265	YES CART
Registration Number:	3231268	ZIDO

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: BENJAMIN PETERSEN

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: BENJAMIN PETERSEN

SIGNATURE: /BENJAMIN PETERSEN/

DATE SIGNED: 02/26/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated February 20, 2015, 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 as of April 26, 2011 and as further amended as of June 13, 2012 (as the same may be 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 Loan Parties have executed and delivered that certain Security Agreement dated December 17, 2009 made by the Loan Parties 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 and that certain Security Agreement Supplement dated as of the date hereof made by the Grantor, 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, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the 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.

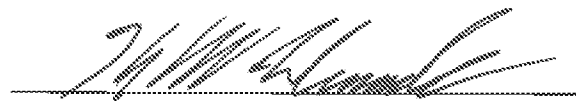
SECTION 6. Intercreditor Agreement Prevails. Reference is made to the Amended and Restated Lien Subordination and Intercreditor Agreement dated as of April 30, 2014, among Bank of America, N.A., as collateral agent thereunder for the ABL Secured Parties (as defined in the Intercreditor Agreement) referred to therein; Wells Fargo Bank, National Association, as collateral agent for the Term Loan Secured Parties (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 IP Security Agreement Supplement, 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 IP Security Agreement Supplement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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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.

ANTHRO CORPORATION

By



Name: Kevin W. Donnelly
Title: Senior Vice President, General
Counsel and Secretary

Address for Notices:
c/o Nortek, Inc.
500 Exchange Street
Providence, RI 02903

Schedule A

Patents

See attached.

Anthro Corporation Patent Properties - CONFIDENTIAL

TITLE	COUNTRY	Application Number	Application Date	Patent Number	Grant Date	Status
LOW-PROFILE TASK BENCH	United States	29/124809	06/12/2000	D444321	07/03/2001	ISSUED
COMPUTER EQUIPMENT SUPPORT RACK FOR ATTACHMENT TO A WORKSTATION	United States	29/123878	05/24/2000	D443157	06/05/2001	ISSUED
MOBILE STORAGE CART FOR MULTIPLE PORTABLE COMPUTERS	United States	29/128267	08/21/2000	D441513	05/01/2001	ISSUED
WORKSTATION ASSEMBLY (FIT System - Standard Unit)	United States	29/160410	05/10/2002	D486679	02/17/2004	ISSUED
WORKSTATION ASSEMBLY (FIT System - Large Std. Unit)	United States	29/194327	11/21/2003	D503060	03/22/2005	ISSUED
CART (Calypso)	United States	29/199227	02/11/2004	D500975	01/04/2005	ISSUED
WALL DESK	United States	29/251321	01/06/2006	D547890	08/07/2007	ISSUED
WALL DESK	European Community Design	000560214-0001	06/28/2006	000560214-0001	06/26/2006	ISSUED
LAPTOP COMPUTER STORAGE AND BATTERY CHARGING SYSTEMS AND METHODS INCLUDING TRANSIENT CURRENT INRUSH LIMITER	United States	12/046168	03/13/2008	6125194	02/28/2012	ISSUED
DESK AND DISPLAY STAND WITH HEIGHT AND DEPTH ADJUSTMENT	United States	12/277604	11/25/2008	8051782	11/08/2011	ISSUED
RECIRCULATING BEARING	United States	29/473345	11/21/2013			PENDING
DOUBLE-BEAM SLIDING MOUNT FOR ELECTRONIC VIDEO DISPLAYS AND OTHER ITEMS	United States	62/085425	11/28/2014			PENDING
HEIGHT ADJUSTABLE FURNITURE SUPPORT	United States	62/087215	12/03/2014			PENDING



TRADEMARK

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country

See attached.

Image	Mark Name	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.
	A (STYLIZED)	United States	REGISTERED	09/30/86	73/623,344	03/15/88	1,480,528
	ANTHRO	Canada	REGISTERED	02/23/05	1248224	03/28/07	TMA684680
	ANTHRO A (STYLIZED)	United States	REGISTERED	09/30/86	73/623,348	08/11/87	1,452,187
	ANTHRO DOT	United States	FILED	02/04/14	86/183,703		
	ANTHRO MONITOR CONTROL SYSTEM	United States	REGISTERED	01/16/08	77/366,874	10/27/09	3,702,386
	ANTHRO: WHERE TECHNOLOGY MEETS COMFORT	United States	REGISTERED	11/01/11	85/461,861	06/26/13	4,358,893
	ANTHROARM	United States	REGISTERED	09/30/86	73/623,346	07/07/87	1,448,109
	ANTHROCART	United States	REGISTERED	09/30/86	73/623,347	08/11/87	1,452,168
	ANTHROSPACE	United States	REGISTERED	03/03/08	77/411,285	04/28/09	3,811,142
	CARL'S TABLE	United States	REGISTERED	08/30/04	78/475,607	07/18/06	3,118,172
	CARL'S TABLE	Community Trademark	REGISTERED	02/23/05	4304564	05/19/06	4304564
	CARL'S TABLE	Canada	REGISTERED	02/10/05	1,247,550	08/15/07	TMA690,013
	COMPACTA	United States	REGISTERED	01/02/08	77/362,870	02/17/09	3,574,877
	COMPACTA	Canada	REGISTERED	12/03/93	742649	01/21/97	TMA469,099
	CONVOI	United States	REGISTERED	05/20/05	76/833,852	03/04/08	3,392,924
	ELEVATE	United States	REGISTERED	09/21/12	85/734,889	08/27/13	4,390,955
	ENOCK	United States	REGISTERED	02/09/05	79/563,458	08/27/06	3,110,548
	FTY SYSTEM	United States	REGISTERED	03/12/01	76/223,789	08/05/03	2,748,032
	ICART	United States	REGISTERED	06/29/99	75/739,423	01/06/04	2,802,832
	IDEACART	United States	REGISTERED	05/28/97	75/299,874	01/19/99	2,218,203
	M CART	United States	REGISTERED	05/06/09	77/730,954	11/18/10	3,877,634
	MONITOR EASY TRACK	United States	REGISTERED	06/04/11	85/312,559	10/09/12	4,222,720
	MOVEMORE	United States	FILED	03/18/13	85/879,035		
	POLE CART	United States	REGISTERED	09/21/12	85/734,937	07/23/13	4,373,872
	SHOP ABOUT	United States	REGISTERED	03/15/06	78/837,569	08/05/08	3,482,320
	STEVE'S STATION	United States	REGISTERED	11/02/10	86/167,057	03/20/12	4,116,847
	STUART'S COLUMN	United States	FILED	07/30/13	88/023,552		
	TECHNOLOGY FURNITURE	Canada	REGISTERED	12/19/11	1356980	04/07/14	TMA875980
	TECHNOLOGY FURNITURE	United States	REGISTERED	12/14/90	74/124,353	02/18/92	1,675,895
	THE PEANUT	United States	FILED	05/18/13	85/833,217		
	YES CART	United States	FILED	03/05/14	86/212,265		
	ZIDO	United States	REGISTERED	08/20/05	78/654,083	04/17/07	3,291,268

Schedule C

Copyrights.

Type of Work: Text

Registration Number/Date: TXu000942984/2000-03-09

Title: Anthro ultra compact cart: assembly instructions

Description: Folder

Copyright Claimant: Anthro Corporation

Date of Creation: 1995