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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

General Electric Capital Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Agreement

Execution Date: July 9, 2003

## 2. Name and address of receiving party(ies)

Name: SpeakerCraft, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 940 Columbia Avenue

City: Riverside State: CA Zip: 92507

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

2,295,065

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dawn Urbanowicz

Internal Address: \_\_\_\_\_

Street Address: Nortek, Inc.

50 Kennedy Plaza

City: Providence State: RI Zip: 02903

## 6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Dawn Urbanowicz

Name of Person Signing

  
 Signature

7/24/2003

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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TRADEMARK  
 REEL: 002794 FRAME: 0612

**GENERAL ELECTRIC CAPITAL CORPORATION**  
500 West Monroe  
Chicago, Illinois 60606

July 9, 2003

SpeakerCraft, Inc.  
940 Columbia Avenue  
Riverside, California 92507

Re: Payout Arrangements

Ladies and Gentlemen:

As per your request for a pay-off letter dated July 9, 2003, this will serve as General Electric Capital Corporation's ("GECC's") pay-off letter regarding all obligations of SpeakerCraft, Inc., a Delaware corporation (the "Company") arising under or pursuant to the Loan and Security Agreement dated as of April 4, 2000 between the Company and GECC, as assignee of Greater Bay Corporate Finance, a division of Cupertino National Bank, pursuant to an Assignment and Assumption Agreement dated as of March 31, 2003, as amended by the First Amendment to the Loan and Security Agreement dated as of April 30, 2001 and Omnibus Amendment Agreement dated May 23, 2003 (collectively, the "Obligations"), including, without limitation the Amended and Restated Revolving Facility Note dated April , 2001 made by the Company to GECC in the original principal amount of \$3,000,000, the Secured Promissory Note dated April 4, 2000 made by the Company to GECC in the original principal amount of \$3,250,000 and the Revolving Facility Note dated April 4, 2000 made by the Company to GECC in the original principal amount of \$6,000,000 (collectively, the "Notes").

Your pay-off figure as of July 9, 2003 (the "Computation Date") under the Notes is as follows (collectively, together with any additional interest accruing after the Computation Date, the "Pay-Off Amount"):

Principal owing to GECC:	5,480,000.00
Interest owing to GECC:	9,946.86
Fees owing to GECC:	248.60
PAY-OFF AMOUNT:	5,490,195.46

BUSDOCS:1990809.1

SpeakerCraft, Inc.

July 9, 2003

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After the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Notes at the rate of \$1,014.31 per diem.

GECC acknowledges and agrees that, upon GECC's receipt of payment in full in cash of the Pay-Off Amount, including any additional interest accruing after the Computation Date, by wire transfer in accordance with the wire transfer instructions set forth on Schedule I hereto, on or prior to 5:00 p.m. (California time) on the date of payment (the "Pay-Off Date"), (i) all of the Obligations owing by you to GECC under or in respect of the Loan Agreement and/or the Notes shall be deemed to be and shall be paid and discharged in full, and (ii) all liens or other security interests granted by the Company to us under the Loan Agreement shall immediately be deemed to be and shall be released and discharged.

This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to principles of conflicts of law).

Very truly yours,

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: Jeff Tyler  
Name: Jeff Tyler  
Title: Analyst

RUSDOCS-1232408.1