Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

FLEET CAPITAL CORPORATION, successor-in-interest to Shawmut Capital Corporation

[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation- RI
[ ] Other:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

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

Name: Rangaire LP

Internal Address:

Street Address: 501 S. Wilhite

City: Cleburne
State: Texas Zip: 76031

[ ] Individual(s) citizenship:
[ ] Association:
[ ] General Partnership:
[X] Limited Partnership: Delaware
[ ] Corporation-State:
[ ] Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) [ ] Yes [X] No

Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other: Release of Security Interest

Execution Date: April 7, 1997

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):
See attached Exhibit A

Additional numbers attached? [X] Yes [ ] No

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

Name: Edward A. Gordon
Ropes & Gray

Internal Address:

Street Address: One International Place

City: Boston State: MA Zip: 02110

6. Total Number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) $ 280.00

[ ] Enclosed
[X] Authorized to be charged to Deposit Account, **referencing File Symbol LTQC-012.**
[ ] Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: 18-1945
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward A. Gordon, Reg. No. 54,130 — Name of Person Signing
Signature
August 24, 2004 — Date

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

CH $280.00 181945 0829766

9522854_1

EXHIBIT A

Registration No.

829,766
1,312,223
1,312,224
1,312,225
1,336,379
2,040,363

MUTUAL RELEASE AND INDEMNITY AGREEMENT

WHEREAS, Rangaire, Inc., formerly known as Nortek Sub 1995, Inc., a Delaware corporation ("Rangaire, Inc."), and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet"), have entered into a certain Second Amended and Restated Loan and Security Agreement, dated as of October 6, 1995 (as amended from time to time, the "Loan Agreement") and certain "Other Agreements" (as defined in the Loan Agreement) concerning certain indebtedness, liabilities and obligations of Rangaire, Inc. to Fleet;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, executed on December 26, 1996, to be effective as of January 1, 1997, executed by Rangaire, Inc., RANGAIRE LP, a Delaware limited partnership ("Borrower"), and Fleet, Rangaire, Inc. assigned to Borrower all of the right, title and interest of Rangaire, Inc. in and to all assets and agreements of Rangaire, Inc., including, without limitation, the Loan Agreement and the Other Agreements, and Borrower assumed all indebtedness and obligations of Rangaire, Inc. to Fleet incurred pursuant to the Loan Agreement and the Other Agreements;

~~WHEREAS, Borrower has made arrangements with NORTEK, INC. ("Nortek") to obtain funds to fully and finally satisfy all Obligations (as defined in the Loan Agreement) to Fleet;~~

WHEREAS, in connection with the full and final satisfaction of the Obligations, Borrower desires to release Fleet from any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, deficiencies and/or damages of every kind and nature whatsoever arising in connection with the Loan Agreement and the Other Agreements;

WHEREAS, in connection with the full and final satisfaction of the Obligations, Fleet desires to release Borrower from any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, deficiencies and/or damages of every kind and nature whatsoever arising in connection with the Loan Agreement and the Other Agreements;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Borrower does hereby for itself and its successors, heirs, legal representatives and assigns, fully, unconditionally and without reserve, remise, release, and forever discharge and hold harmless Fleet, its employees, officers, directors, and agents (collectively, the "Fleet Indemnified Parties") from any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, deficiencies and/or damages of every kind and nature whatsoever, whether or not now existing or known, which Borrower now has or may hereafter claim to have against the Fleet Indemnified Parties. Notwithstanding anything herein to the contrary, Borrower hereby agrees to indemnify and hold each of the Fleet

TRADEMARK
REEL: 002930 FRAME: 0056

Indemnified Parties harmless from any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, deficiencies and/or damages of every kind and nature whatsoever arising from or relating to (a) the failure on the part of Fleet to collect the full amount of customers' or other checks previously received by Fleet and credited to the account of Borrower and for any service charges or other charges (e.g., sums resulting from accounting or mathematical errors not previously discovered or corrected) or otherwise, and/or (b) the transfer, assignment, cancellation or release of the Obligations, the Collateral (as defined in the Loan Agreement), the Loan Agreement, or the Other Agreements, including, but not limited to, any avoidance or attempted avoidance under the United States Bankruptcy Code or any other state or federal law or regulation relating to insolvency, debtor rights, creditor rights, preferences and/or fraudulent transfers.

2. Fleet does hereby for itself and its respective successors and assigns, fully, unconditionally and without reserve, remise, release, and forever discharge and hold harmless each of Borrower and Borrower's employees, officers, directors, and agents ("Borrower Indemnified Parties") from any and all claims, demands, losses, costs, expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, deficiencies and/or damages of every kind and nature whatsoever, whether or not now existing or known, which Fleet now has or may hereafter claim to have against any of the Borrower Indemnified Parties.

3. This Mutual Release and Indemnity Agreement may be executed in any number of counterparts which shall individually and collectively constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 002930 FRAME: 0057

EXECUTED as of the 7th day of April, 1997.

FLEET CAPITAL CORPORATION,
a Rhode Island corporation

By: H Michael Wills
H. Michael Wills, Vice President

RANGAIRE LP,
a Delaware limited partnership

By: Rangaire GP, Inc., its General Partner

By: Richard J. Harris
Name: RICHARD J. HARRIS
Title: Vice President and Treasurer

05658.0140:0246561.01

RECORDED: 08/24/2004
TRADEMARK
REEL: 002930 FRAME: 0058