

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M&S Systems, LP		01/05/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2466878	M & S SYSTEMS
Serial Number:	75865633	CHAMBERLAIN M&S
Registration Number:	2735073	PURELY POWERFUL
Registration Number:	2318130	HOMEMATION
Registration Number:	2811899	FINE HOME ACOUSTICS
Serial Number:	78260167	WAVEGUIDE
Serial Number:	78451501	

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 80 State Street
 Address Line 2: 6th Floor

CH \$190.00 2466878

Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER: 656370-010

NAME OF SUBMITTER: Christine Wilson

Signature: /CHRISTINE WILSON/

Date: 10/19/2005

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated January 5, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of UBS AG, Stamford Branch, as U.S. administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Nortek, Inc. (f/k/a THL Buildco, Inc.), a Delaware corporation, has entered into a Credit Agreement dated as of August 27, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Nortek Holdings, Inc. (f/k/a THL Buildco Holdings, Inc.), a Delaware corporation ("*Holdings*"), the Canadian Borrowers named therein, UBS AG, Stamford Branch, as the U.S. L/C Issuer and the U.S. Administrative Agent, the other Agents named therein 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, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement dated August 27, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. 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

IP Security Agreement

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 Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each 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.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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.

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REEL: 003177 FRAME: 0954

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IP Security Agreement

TRADEMARK
REEL: 003177 FRAME: 0955

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NORTEK, INC.
(f/k/a THL Buildco, Inc.)

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

Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

NORTEK HOLDINGS, INC.
(f/ka/ THL Buildco Holdings, Inc.)

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

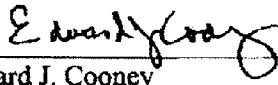
Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

IP Security Agreement

TRADEMARK
REEL: 003177 FRAME: 0956

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**M&S SYSTEMS GP, INC.
M&S SYSTEMS LP, INC.**

By: 
Edward J. Cooney
the Vice President and Treasurer
of each of the above-named corporations

Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

IP Security Agreement

**TRADEMARK
REEL: 003177 FRAME: 0957**

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

M&S SYSTEMS, LP

By: M&S Systems GP, Inc., its
General Partner

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

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REEL: 003177 FRAME: 0958

M&S Systems, LP

List of Intellectual Property

Schedule A

Patents

Patent	File No.
CONTROL MESSAGING FOR AN ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/849,693
DATA STRUCTURE FOR AN ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/848,698
INITIALIZATION METHOD FOR AN ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/849,198
DIGITAL MULTI-ROOM, MULTI-SOURCE ENTERTAINMENT AND COMMUNICATIONS NETWORK	09/849,694

Schedule B

Trademarks

Mark	Application/Registration No.
M&S SYSTEMS	2,466,878
CHAMBERLAIN M&S	75/865,633
PURELY POWERFUL	2,735,073
HOMEATION	2,318,130
FINE HOME ACOUSTICS	2,811,899
WAVEGUIDE	78/260,167
W DESIGN	78/451,501