



08-19-2005

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Form O-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORD
TRAIL



103065027
TRA ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-16-05

1. Name of conveying party(ies):

NILES AUDIO CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: FLORIDA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7/15/2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NILES AUDIO CORPORATION

Internal _____

Address: _____

Street Address: 12331 S.W. 130 STREET

City: MIAMI

State: FL

Country: USA Zip: 33186

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/476448

76/513318

B. Trademark Registration No.(s)

2,726,404

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & 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

Phone Number: 401-751-1600

Fax Number: 401-751-9844

Email Address: URBANOWICZ@NORTEK-INC.COM

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,840

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Dawn M. Urbanowicz
Signature

8/12/05
Date

DAWN URBANOWICZ
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/18/2005 ECDUPER 00000099 76476448

01 FC:8521
02 FC:8522

40.00 DP
1125.00 DP

Refund Ref: 08/18/2005 ECDUPER 0000146736

CHECK Refund Total: \$675.00

TRADEMARK
REEL: 003206 FRAME: 0741

Trademarks Applications

Mark	Application/Registration No.	Country
IntelliMount TM	76/513317	USA
IntelliRemote TM	76/472014	USA
iWare TM	76/500694	USA
JobSite TM	76/563695	USA
JobSite TM	76/637255	USA
Systems Integration Amplifier	76/594467	USA
UltraSilk TM	76/608977	USA

Registered Trademarks

Blending High Fidelity & Architecture ®	2,176,620	USA
Blending High Fidelity & Architecture ®	2,680,681	USA
Blending Technology & Architecture ®	2,636,880	USA
Blueprint Series In-Wall Loudspeakers ®	1,810,582	USA
Ci Net ®	2,625,790	USA
D.S.F.G. Directed Sound Field Geometry ®	2,268,511	USA
ElastoDynamic ®	2,245,815	USA
First Name in Custom Installation ®	2,810,333	USA
FlexConnect ®	2,424,833	USA
i3 ®	2,364,327	USA
iDefinition ®	2,446,969	USA
Ingenious IR ®	2,864,517	USA
IntelliControl ®	2,143,462	USA
IntelliFile ®	2,174,287	USA
IntelliPad ®	2,034,463	USA
iPad ®	2,390,586	USA
iPower ®	2,407,028	USA
iQ ®	2,486,658	USA
iRemote ®	2,897,553	USA
JobSite ®	2,074,257	USA
Just In Case ®	2,677,678	USA
MicroFlasher ®	2,647,567	USA
MicroSensor ®	2,647,566	USA
Niles (& horizontal design) ®	2,033,739	USA
Niles (& horizontal design) ®	2,720,886	USA
Niles (& horizontal design) ®	2,797,159	USA
Niles (& vertical design) ®	1,904,249	USA
Niles (& vertical design) ®	2,797,158	USA
Niles (without design) ®	2788662	USA
Pure Custom ®	2,721,297	USA
Remote Control Anywhere! ®	2,645,663	USA
Select ®	2,677,676	USA
Silencer ®	2,677,677	USA
Solo ®	2,739,813	USA
Systems Integration Amplifier ®	2,248,408	USA
Transport ®	2,683,268	USA

ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS is dated as of July 15, 2005 ("Assignment") between Niles Audio Corporation, a Florida corporation ("Assignor"), and DMU Sub, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted and used and is using in commerce certain trademarks associated with its audio-video systems business, both within and outside the United States, including, without limitation, the marks set forth in the attached Schedule A and any marks that are the same as or confusingly similar thereto (collectively the "Marks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of July 8, 2005 (the "APA"), Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, inter alia, said Marks and the goodwill associated with the Marks;

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

1. Assignor assigns to Assignee all rights, titles, and interests in and to the Marks, including, without limitation, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past infringement of the Marks, and all records and files relating to the Marks.

2. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If, for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action that Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest, and that such appointment will survive the incapacity or unavailability of the Assignor at any future time.

3. Except in the event of a material breach of any of the terms of the APA by Assignee and/or any document to be delivered thereunder by Assignee, Assignor hereby releases, discharges, and covenants not to assert any claim, cause of action, or right of action against Assignee and/or Assignee's parents, subsidiaries, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, in which Assignor asserts that it

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is the owner of the Marks, or has the right to receive royalties or enjoy any other rights and/or benefits Assignor would have if Assignor was an owner of the Marks.

4. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, governmental, or other tribunal.

5. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive Laws of the State of New York, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the Laws of a jurisdiction other than New York.

Signature page follows



IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

NILES AUDIO CORPORATION

By: 

Name: Ivan M. Zuckerman

Title: President

ACCEPTED:

DMU SUB, INC.

By: _____

Name:

Title:

Signature Page to Trademarks Assignment

TRADEMARK
REEL: 003206 FRAME: 0745

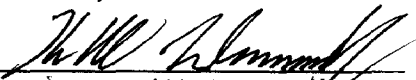
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

NILES AUDIO CORPORATION

By: _____
Name: Ivan N. Zuckerman
Title: President

ACCEPTED:

DMU SUB, INC.

By: 
Name: KEVIN W. DONNELLY
Title: Vice President & Secretary

SCHEDULE A**Trademarks**

Country	Serial/Registration No.	Mark
United States	2,736,404	A Day in the Life of IntelliControl ®
United States	ABANDONED	A Day in the Life of... sm
United States	2,176,620	Blending High Fidelity & Architecture ®
United States	2,680,681	Blending High Fidelity & Architecture ®
United States	2,636,880	Blending Technology & Architecture ®
United States	1,810,582	Blueprint Series In-Wall Loudspeakers ®
United States	76/500692 (BUT ABANDONED)	BumpBack ™
United States	76/500691 (BUT ABANDONED)	BusMatrix ™
United States	2,625,790	Ci Net ®
United States	2,268,511	D.S.F.G. Directed Sound Field Geometry ®
United States	2,245,815	ElastoDynamic ®
Australia	947210	First Name in Custom Installation ®
United States	2,810,333	First Name in Custom Installation ®
Brazil	n/a but filed	First Name in Custom Installation ™
Canada	TMA629,599	First Name in Custom Installation ™
EU	n/a but filed	First Name in Custom Installation ™
Mexico	593479	First Name in Custom Installation ™
New Zealand	675648	First Name in Custom Installation ®
United States	2,424,833	FlexConnect ®
United States	NOT FILED	Fortune Follows Function ™
United States	2,364,327	i3 ®
United States	2,446,969	iDefinition ®
United States	2,864,517	Ingenious IR ®

Canada	n/a but filed	Ingenious IR TM
Australia	943637	IntelliControl ®
Mexico	785724	IntelliControl ®
New Zealand	673504	IntelliControl ®
United States	2,143,462	IntelliControl ®
Brazil	n/a but filed	IntelliControl TM
Canada	TMA624,390	IntelliControl ®
EU	003038049	IntelliControl ®
United States	76/476448	IntelliControl TM
United States	2,174,287	IntelliFile ®
United States	76/513318	IntelliMatch TM
United States	76/513317	IntelliMount TM
United States	2,034,463	IntelliPad ®
United States	76/472014	IntelliRemote TM
United States	2,390,586 (SUPPLEMENTAL REGISTER)	iPad ®
United States	NOT FILED	IPC TM
United States	2,407,028	iPower ®
Mexico	785725	iPower ®
Brazil	n/a but filed	iPower TM
Canada	TMA616,6200	iPower ®
United States	2,486,658	iQ ®
United States	2,897,553	iRemote ®
United States	76/500694 (PETITION TO REVIVE)	iWare TM
United States	2,074,257	JobSite ®
United States	76/563695	JobSite TM
United States	76/637255	JobSite TM
United States	2,677,678	Just In Case ®

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United States	2,647,567 (SUPPLEMENTAL REGISTER)	MicroFlasher ®
United States	NOT FILED	MicroPerf™
United States	2,647,566 (SUPPLEMENTAL REGISTER)	MicroSensor ®
Argentina	1,975,053	Niles (& horizontal design) ®
Australia	872058	Niles (& horizontal design) ®
Bermuda	33602	Niles (& horizontal design) ®
Canada	TMA500,679	Niles (& horizontal design) ®
Chile	632.681	Niles (& horizontal design) ®
China Hong Kong	13688 of 2003	Niles (& horizontal design) ®
China Taiwan	01034843	Niles (& horizontal design) ®
Costa Rica	134383	Niles (& horizontal design) ®
Cyprus	63100	Niles (& horizontal design) ®
Dominican Republic	0125957	Niles (& horizontal design) ®
Ecuador	5121-00	Niles (& horizontal design) ®
Europe Comm	000252072	Niles (& horizontal design) ®
Guatemala	123,140	Niles (& horizontal design) ®
Japan	4753217	Niles (& horizontal design) ®
Jordan	65978	Niles (& horizontal design) ®
Lebanon	[MISSING FROM 3.17]	Niles (& horizontal design) ®
Nicaragua	56314	Niles (& horizontal design) ®
Norway	214851	Niles (& horizontal design) ®
Panama	177,714	Niles (& horizontal design) ®
Peru	00077881	Niles (& horizontal design) ®
Switzerland	499,287	Niles (& horizontal design) ®
UAE	37166	Niles (& horizontal design) ®
United States	2,033,739	Niles (& horizontal design) ®
United States	2720886	Niles (& horizontal design) ®

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United States	2797159	Niles (& horizontal design) ®
Uruguay	335,100	Niles (& horizontal design) ®
Bahamas	24,291 (approved for publication)	Niles (& horizontal design) ™
Bolivia	SM-3449	Niles (& horizontal design) ™
Brazil	n/a but filed	Niles (& horizontal design) ™
China Mainland	2001/174067	Niles (& horizontal design) ™
Colombia	1091726 (BUT REGISTRATION REFUSED)	Niles (& horizontal design) ™
Egypt	147992	Niles (& horizontal design) ™
El Salvador	E-18688/01	Niles (& horizontal design) ®
Honduras	4565/2001	Niles (& horizontal design) ™
India	n/a but filed	Niles (& horizontal design) ™
Indonesia	ABANDONED	Niles (& horizontal design) ™
Korea	44522/2001 (BUT LAPSED)	Niles (& horizontal design) ™
Paraguay	254964	Niles (& horizontal design) ™
Poland	n/a but filed	Niles (& horizontal design) ™
Russia	n/a but filed	Niles (& horizontal design) ™
South Africa	2001/08433	Niles (& horizontal design) ™
Turkey	2002/001941	Niles (& horizontal design) ™
Venezuela	n/a but filed	Niles (& horizontal design) ™
Canada	TMA479,977	Niles (& vertical design) ®
United States	1,904,249	Niles (& vertical design) ®
Andorra	1621	Niles (& vertical design) ®
Israel	149,713	Niles (& vertical design) ®
Mexico	689213	Niles (& vertical design) ®
New Zealand	261787	Niles (& vertical design) ®
United States	2797158	Niles (& vertical design) ®
Singapore	T01/15711J	Niles (vertical & horizontal design) ®

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Malaysia	2001-13388	Niles (vertical & horizontal design) J
United States	2788662	Niles (without design) ®
United States	ABANDONED	Numeric ™
United States	NOT FILED	Power Tools for the Custom Installation Professional ™
United States	2,721,297	Pure Custom ®
United States	NOT FILED	QuickSnap ™
United States	2,645,663	Remote Control Anywhere! ®
United States	2,677,676	Select ®
United States	2,677,677	Silencer ®
United States	2,739,813	Solo ®
United States	76/594467 (to be published)	Systems Integration Amplifier
United States	2,248,408 (SUPPLEMENTAL REGISTER)	Systems Integration Amplifier ®
United States	2,683,268	Transport ®
United States	76/513321 (BUT ABANDONED)	Twist & Lock ™
United States	76/608977 (to be published)	UltraSilk ™
United States	76/500693 (BUT ABANDONED)	X-Matrix ™

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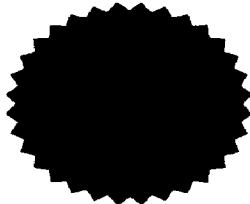
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DMU SUB, INC.", CHANGING ITS NAME FROM "DMU SUB, INC." TO "NILES AUDIO CORPORATION", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JULY, A.D. 2005, AT 2:21 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4025165

3960631 8100

050587364

DATE: 07-15-05

TRADEMARK
REEL: 003206 FRAME: 0752

**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION**

DMU SUB, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (hereinafter, the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of DMU Sub, Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this Corporation be amended by changing Article I so that, as amended, said Article shall be and read as follows:

ARTICLE I: The name of the corporation is NILES AUDIO CORPORATION.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the state of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Corporation has caused this Certificate to be signed by its duly authorized officer this 15th day of July, 2005.

DMU SUB, INC.

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:33 PM 07/15/2005
FILED 02:21 PM 07/15/2005
SRV 050587364 - 3960631 FILE

H:\FORMDOCS\CESG name change.DOC

RECORDED: 08/16/2005

TRADEMARK
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