

09-15-2005

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

DEPARTMENT OF COMMERCE
Patent and Trademark Office



**RECORDATIC
TRADE**

103082194

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

1. Name of conveying party(ies):

Sunfire Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Sunfire Corporation (a Delaware corporation)

Internal _____

Address: _____

Street Address: 1920 Bickford Avenue

City: Snohomish

State: WA

Country: _____ Zip: _____

- 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)

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

Execution Date(s) 8/26/2005

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,238,493

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: c/o 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:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- 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 Urbanowicz
Signature
DAWN URBANOWICZ
Name of Person Signing

9/7/05
Date

Total number of pages including cover sheet, attachments, and document: 9

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

09/14/2005 ECOOPER 00000171 2230493

01 FC:8521

40.00 DP

TRADEMARK
REEL: 003221 FRAME: 0060

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of August 26, 2005 (this "Assignment") by and among Sunfire Corporation, a Washington corporation ("Seller"), Robert W. Carver and Diana Carver ("Shareholders") (Seller and Shareholders are collectively referred to herein as "Assignor"), and SF Acquisition Sub, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of even date herewith (the "APA"), Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to the goodwill, trademarks, trade names (including, without limitation, the exclusive and perpetual right to use the name "Robert Carver" or "Bob Carver" on audio and video distribution products as set forth in the APA and the Disclosure Statement), service marks, brand names, patents, copyrights, pending applications for patents, expired patents, trademarks, applications for trademarks, service marks and copyrights, inventions, processes, know-how, formulae, patterns, designs, trade secrets, and other similar proprietary rights or intellectual property whether owned by the Seller or the Shareholders, domain names and all royalties to which Seller or Shareholders are entitled with respect hereto ("Intellectual Property"), including, without limitation, the patents and patent applications listed on Schedule A hereto, and all divisions, continuations, continuations-in-part, substitute applications, reissues, re-examinations, and extensions thereof, and the inventions embodied therein (collectively, the "Patents") and the trademarks and trademark applications listed on Schedule B (collectively, the "Trademarks").

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. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee all rights, titles, and interests in and to the Patents and Trademarks, including any renewals and extensions of the Patents and Trademarks that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all income, royalties, or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents and Trademarks with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of patents and trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Patents and Trademarks.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Patents, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Patents and the Trademarks. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the possession of the Assignor) to obtain, perfect, and defend the Patents and the trademarks in this or any foreign country.

4. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, all claims, causes of action, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown, that the Assignor is, was, or may be entitled to assert against such parties as a result of Assignor's ownership of the Patents and the Trademarks arising from or relating to proprietary rights in the Patents or the Trademarks.

5. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

6. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Washington, 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 Washington.

Signature page follows

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

SUNFIRE CORPORATION

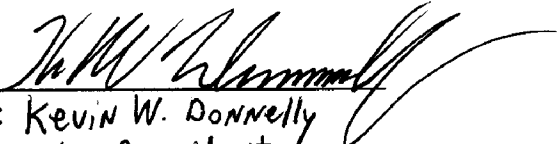
By: _____
Name: Robert W. Carver
Title: President

ROBERT W. CARVER

DIANA CARVER

ACCEPTED:

SF ACQUISITION SUB, INC.

By: 
Name: Kevin W. Donnelly
Title: Vice President

*Joint and Indemnity
Assignment*

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

SUNFIRE CORPORATION

By: Robert W. Carver
Name: Robert W. Carver
Title: President

Robert W. Carver
ROBERT W. CARVER

[Signature]
DIANA CARVER

ACCEPTED:

SF ACQUISITION SUB, INC.

By: _____
Name:
Title:

SCHEDULE B

Issued Trademarks

Patent No.	Title	Filing Date
Registration No.2,238,493	Sunfire is a registered trademark of the Sunfire Corporation,.	
Not registered	The Seller or the Shareholders own or have the sole and exclusive right to use the trademarks or trade names "Robert Carver" and "Bob Carver", in each case only when used within product specifications, marketing materials and related materials, but not physically on any products	

Pending Trademarks

Patent No.	Title	Filing Date
	None	

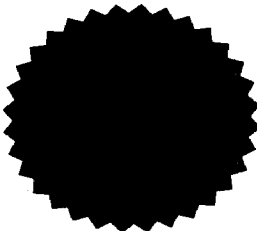
Delaware

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 "SF ACQUISITION SUB, INC.", CHANGING ITS NAME FROM "SF ACQUISITION SUB, INC." TO "SUNFIRE CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF AUGUST, A.D. 2005, AT 12:43 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: 4118841

4009747 8100

050705873

DATE: 08-26-05

TRADEMARK
REEL: 003221 FRAME: 0066

**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION**

SF ACQUISITION 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 SF ACQUISITION 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 SUNFIRE 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 26 day of August, 2005.

SF ACQUISITION SUB, INC.

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