

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the erroneous assignment of the entire interest and the goodwill of trademark registration number 2,240,234 previously recorded on Reel 003527 Frame 0766. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
C.P. Allstar Corporation		04/10/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Acquisition Sub 2007-1, LLC
<b>Street Address:</b>	443 Boot Road
<b>City:</b>	Downington
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19335
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2249234	ALLSTAR

**CORRESPONDENCE DATA**

Fax Number: (703)610-6200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-610-6100  
 Email: boxip@hhlaw.com  
 Correspondent Name: Hogan & Hartson L.L.P.  
 Address Line 1: 8300 Greensboro Drive, Suite 1100  
 Address Line 2: Box Intellectual Property  
 Address Line 4: McLean, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	88499.12
<b>NAME OF SUBMITTER:</b>	Valerie Brennan

CH \$40.00 2249234

Signature:	/vb/
Date:	05/07/2007
<b>Total Attachments: 8</b> source=DOC394#page1.tif source=DOC394#page2.tif source=DOC394#page3.tif source=DOC394#page4.tif source=DOC394#page5.tif source=DOC394#page6.tif source=DOC394#page7.tif source=DOC394#page8.tif	

04-18-2007



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OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

4-16-07

1. Name of conveying party(ies):

c.p. Allstar Corporation

- Individual(s)
- General Partnership
- Corporation- State: Pennsylvania
- 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) April 10, 2007

- 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: AllStar Pro, LLC

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

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

Street Address: 443 Boot Road

City: Downington

State: PA

Country: \_\_\_\_\_ Zip: 19335

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

B. Trademark Registration No.(s)

2,240,234

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: 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) \$ 40.00

- 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

4/13/2007  
Date

Dawn Urbanowicz  
Name of Person Signing

04/17/2007 DBYRNE

00000064 2240234

01 FC:8521

Total number of pages including cover sheet, attachments, and document: 7

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

## PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of April 10, 2007 (this "Assignment") by and among c.p. Allstar Corporation, a Pennsylvania corporation ("Assignor") and Acquisition Sub 2007-1, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of even date herewith (the "Purchase Agreement"), Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, the right to use, and exclusive ownership of, the name "Allstar", trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is 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 Purchase Agreement 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.

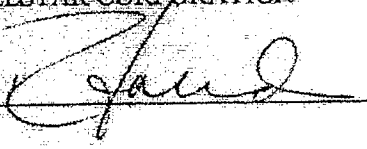
6. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Pennsylvania, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other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

[Signature page follows]

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

c.p. ALLSTAR CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



ACCEPTED:

ACQUISITION SUB 2007-1, LLC

By: Edward J. Cooney  
Name: Edward J. Cooney  
Title: VP & Treasurer

**SCHEDULE B**

**Issued Trademarks**

<b>Trademark No.</b>	<b>Title</b>	<b>Filing Date</b>
2,249,234	ALLSTAR (Stylized)	6/1/1999