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11-26-07

To the Director of the U. S. Patent and Trademark Office, or to the receiving party, at the address(es) or the new address(es) below.

1. Name of conveying party(ies):

NuTone Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- 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) November 19, 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: Broan-NuTone LLC

Internal Address: _____
Address: _____

Street Address: 926 West State Street

City: Hartford

State: WI

Country: USA Zip: 53027

- 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)

2,419,272

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:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390

- 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: HLHE 0000113 2419272

9. Signature:

Dawn Urbanowicz
Signature

Dawn Urbanowicz

Name of Person Signing

61 FC:8521
62 FC:8522
11/21/07
Date

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

8

NuTone Inc. Trademarks to be Assignment

569,332
719,316
671,477
1,983,445
505,582
1,127,802
591,087
664,998
2,126,024
2,419,312
2,047,568
2,024,501
671,478
2,430,264

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of November 19, 2007 (this "Assignment") by and among NuTone Inc., a Delaware corporation ("Assignor") and Broan-NuTone LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Contribution Agreement between Assignor and Assignee dated as of August 26, 2007 (the "Contribution 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 "NuTone", 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 Contribution 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 the goodwill associated with the Trademarks and 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 or causes of action 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. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

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 and Trademarks, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all

TRADEMARK

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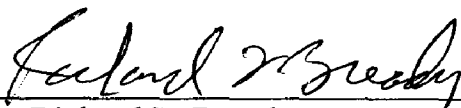
legal counsel advising on or assisting with the prosecution or maintenance of the Patents and the Trademarks. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, 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. Facsimiles. For purposes of this Agreement, facsimile, s canned, 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.

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

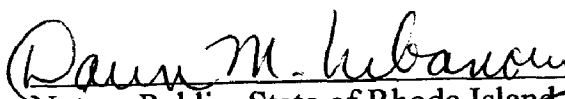
IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

NUTONE INC.

By: 
Name: Richard L. Bready
Title: Vice President

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Patent and Trademark Assignment was executed before me on November 19th, 2007 by Richard L. Bready, Vice President of NuTone Inc.


Notary Public, State of Rhode Island

My Commission Expires April 27, 2010

ACCEPTED:

BROAN-NUTONE LLC

By: Edward J. Cooney

Name: Edward J. Cooney

Title: VP & Treasurer of Managing
Member, Nortek, Inc.

STATE OF RHODE ISLAND)

)

COUNTY OF PROVIDENCE)

This Patent and Trademark Assignment was executed before me on November 19th, 2007 by Edward J. Cooney, Vice President and Treasurer of Broan-NuTone LLC's Managing Member, Nortek, Inc..

Dawn M. Wilbourn
Notary Public, State of Rhode Island

My Commission Expires April 27, 2010

SCHEDULE B**Issued and Pending Trademarks**

Trademark No.	Title	Country
2,419,272	ADVANTAGE	USA
569,332	HEAT-A-LITE	USA
719,316	HEAT-A-VENT	USA
671,477	HEAT-A-VENT LITE	USA
1,983,445	NUTONE	USA
505,582	NUTONE	USA
1,127,802	NUTONE	USA
591,087	NUTONE	USA
664,998	NUTONE	USA
2,126,024	QUIETTEST	USA
2,419,312	SATURNISK	USA
2,047,568	SMARTSENSE	USA
2,024,501	VALUETEST	USA
671,478	VENT-A-LITE	USA
2,430,264	WHISPAIRE	USA
B295867	NUTONE	Australia
B295868	NUTONE	Australia
B295866	NUTONE	Australia
UCA028085	NUTONE	Canada
468,831	NUTONE	Canada
513,944	NUTONE	Chile
513,945	NUTONE	Chile
512,344	NUTONE	Chile
513,943	NUTONE	Chile
4631355	NUTONE	China
1166045	NUTONE	China
1187760	NUTONE	China
1223089	NUTONE	China
2371-97	NUTONE	Ecuador
000141176	NUTONE	Europe
1455121	NUTONE	France
624, 625 & 626 197	NUTONE	Hong Kong
323, 324 & 325 197	NUTONE	Hong Kong
93500	NUTONE	Mexico
624648	NUTONE	Mexico
518122	NUTONE	Mexico
180995	NUTONE	Mexico

538928	NUTONE	Mexico
20,552	NUTONE	Puerto Rico
20,550	NUTONE	Puerto Rico
550256	NUTONE	Spain
F038383	NUTONE	Venezuela
597,671	NUTONE and design	Japan