## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, As U.S. Administrative Agent		05/20/2008	Swiss Financial Institution:

#### **RECEIVING PARTY DATA**

Name:	Allstar Pro, LLC
Street Address:	451 Boot Road
City:	Downginton
State/Country:	PENNSYLVANIA
Postal Code:	19335
Entity Type:	LLC: PENNSYLVANIA

Name:	Nortek, Inc.	
Street Address:	50 Kennedy Plaza	
City:	Providence	
State/Country:	RHODE ISLAND	
Postal Code:	02903	
Entity Type:	CORPORATION: RHODE ISLAND	

Name:	Nortek Holdings, Inc.	
Street Address:	50 Kennedy Plaza	
City:	Providence	
State/Country:	RHODE ISLAND	
Postal Code:	02903	
Entity Type:	CORPORATION: RHODE ISLAND	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2249234	ALLSTAR

TRADEMARK REEL: 003793 FRAME: 0772

900108689

CORRESPONDENCE DATA

Fax Number: (646)728-2536

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-596-9156

Email: courtney.scanlon@ropesgray.com

Correspondent Name: Courtney Scanlon

Address Line 1: 1211 Avenue of the Americas

Address Line 2: 39th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	NIE-488-001
NAME OF SUBMITTER:	Courtney Scanlon
Signature:	/Courtney Scanlon/
Date:	06/11/2008

Total Attachments: 6 source=13#page1.tif source=13#page2.tif source=13#page3.tif source=13#page4.tif source=13#page5.tif source=13#page6.tif

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made as of May 20, 2008 (the "Effective Date") by UBS AG, Stamford Branch, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties in favor of Nortek, Inc. (f/k/a THL Buildco, Inc.), Nortek Holdings, Inc., (f/k/a THL Buildco Holdings, Inc.) and Allstar Pro, LLC (each a "Grantor" and collectively, the "Grantors").

WHEREAS, Grantors and Administrative Agent are parties to (i) that certain Security Agreement, dated as of August 27, 2004 (as amended, amended and restated, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Intellectual Property Security Agreement dated as of April 19, 2007 (as amended, amended and restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement") (all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Intellectual Property Security Agreement, as applicable);

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Intellectual Property Security Agreement, the Grantor granted to the Administrative Agent a continuing security interest in all of its right, title and interest in and to Trademarks, Patents and Copyrights, including without limitation those set forth on Schedules A, B, and C (collectively, the "Collateral");

**WHEREAS**, the Intellectual Property Agreement was recorded with the patent division of the U.S. Patent & Trademark Office ("<u>USPTO</u>") on May 16, 2007 at Reel 019297 and Frame 0680, and the trademark division of the USPTO on May 16, 2007 at Reel 03543 and Frame 0611;

**WHEREAS,** Grantors desire that the Administrative Agent release any and all right, title and interest in and to the Collateral, as evidenced by the Security Agreement and the Intellectual Property Security Agreement, in favor of Grantors;

WHEREAS, Administrative Agent is willing to release any and all right, title and interest in and to the Collateral, as evidenced by the Security Agreement and Intellectual Property Security Agreement, in favor of Grantor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

- (a) the Administrative Agent hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral;
- (b) if and to the extent that the Administrative Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor; and
- (c) the Administrative Agent shall take all further actions, and provide to the Grantors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the day and year first above written.

UBS AG, STAMFORD BRANCH, as U.S. Administrative Agent

Ву: \_\_\_\_

Name: Title:

David B. Julie Associate Director Banking Products Services, US

By:

Name: Title:

Richard L. **Tavrow** Director Banking Products Services, US

## SCHEDULE A

## Schedule A

# List of Intellectual Property (Patents)

Patent	Registration No.
SYSTEM PROVIDING FOR THE OPERATION OF AN	<u>6,611,205</u>
OPERATOR IN A SAFE MODE AFTER OBSTRUCTIONS	
HAVE BEEN DETECTED WHILE ALLOWING FOR	
SECURE ACCESS UNDER NORMAL OPERATION	

## Schedule B

# List of Intellectual Property (Trademarks)

### Schedule C

List of Intellectual Property (Copyrights)

None.

TRADEMARK REEL: 003793 FRAME: 0779

**RECORDED: 06/11/2008**