

## 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:           | Zephyr Corporation      |
| Street Address: | 395 Mendell Street      |
| City:           | San Francisco           |
| State/Country:  | CALIFORNIA              |
| Postal Code:    | 94124                   |
| Entity Type:    | CORPORATION: CALIFORNIA |

|                 |                           |
|-----------------|---------------------------|
| 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: 3

| Property Type  | Number   | Word Mark          |
|----------------|----------|--------------------|
| Serial Number: | 78896219 | ZEPHYR VENTILATION |
|                |          |                    |

900109381

TRADEMARK  
REEL: 003799 FRAME: 0465

CH \$90.00 78896219

|                      |          |        |
|----------------------|----------|--------|
| Serial Number:       | 78894631 | ZEPHYR |
| Registration Number: | 2212580  | ZEPHYR |

# 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:                   | 06/19/2008         |

# Total Attachments: 5

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## **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 Zephyr Corporation (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 December 1, 2006 (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 trademark division of the U.S. Patent & Trademark Office on January 8, 2007 at Reel 03456 and Frame 0359;

**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;

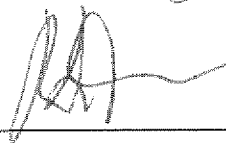
(b) if and to the extent that the Administrative Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor; and

(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

By:   
Name: David B. Julie  
Title: Associate Director  
Banking Products  
Services, US

By:   
Name: Richard L. Tavrow  
Title: Director  
Banking Products  
Services, US

Schedule A

List of Intellectual Property  
(Patents)

None.

Schedule B

List of Intellectual Property  
(Trademarks)

| <u>Trademark</u>   | <u>Country</u> | <u>Application/Registration<br/>No.</u> |
|--------------------|----------------|---|
| Z                  | USA            | 77/043879                               |
| ZEPHYR VENTILATION | USA            | 78/896219                               |
| ZEPHYR             | USA            | 78/894631                               |
| ZEPHYR VENTILATION | USA            | 78/896392                               |
| CYCLONE            | USA            | 2348749                                 |
| WHIRLWIND          | USA            | 2348748                                 |
| HURRICANE          | USA            | 2348747                                 |
| ZEPHYR             | USA            | 2212580                                 |

OWNER OF TRADEMARKS:

Zephyr Corporation

Schedule C

List of Intellectual Property  
(Copyrights)

None.