

02/25/2011

2/18/11



103618539

To the Director of the U S Patent ar

Documents or the new address(es) below

1. Name of conveying party(ies):

Niles Audio Corporation

- Individual(s)
- General Partnership
- Corporation- State Delaware
- 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 The AVC Group, LLC
Internal
Address _____
Street Address: 1969 Kellogg Avenue
City: Carlsbad
State California
Country USA Zip 92008

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

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) 1/29/2011
 Assignment Merger
 Security Agreement Change of Name
 Other

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

A Trademark Application No (s) 78/916431
B Trademark Registration No (s) 2,736,404 2,176,620 2,680,681 2,636,880 1,810,582
Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

Refund Ref: 00001/5000

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Dawn Valois
Internal Address c/o Nortek, Inc
Street Address 50 Kennedy Plaza
City Providence
State RI Zip 02903
Phone Number 401-751-1600
Fax Number 401-751-9844
Email Address valois@nortek-inc.com

6. Total number of applications and registrations involved: CHECK Refund Total: 57 \$25.00

7. Total fee (37 CFR 2 6(b)(6) & 3 41) \$1,315
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature: Dawn Valois
Signature
Dawn Valois
Name of Person Signing

02/24/2011 AMULLINS 00000000 78916431
41 FC:02/14/2011
02 FC:0222 Date
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1250.00 OF

Total number of pages including cover sheet, attachments, and document 12

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

Additional List of Trademarks to be assigned from Niles Audio Corporation to The AVC Group, LLC

2,625,790
2,268,511
2,245,815
2,810,333
2,424,833
2,364,327
2,446,969
2,864,517
2,143,462
3,165,575
2,174,287
2,034,463
2,390,586
2,407,028
2,486,658
2,897,553
3,674,619
2,960,617
2,074,257
3,241,583
2,677,678
2,647,567
2,647,566
2,797,159
2,033,739
2,720,886
2,797,158
1,904,249
2,788,662
3,655,398
3,719,127
2,721,297
3,531,967
2,645,663
2,677,676
2,677,677
3,266,697
2,739,813
3,354,356
3,660,934
2,248,408
3,008,347
2,683,268
3,608,583
3,206,526

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of January 29, 2011 (this "Assignment") by and among Niles Audio Corporation, a Delaware corporation (the "Assignor") and The AVC Group, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, 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, 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 but not limited to that Intellectual Property listed on Schedule A hereto.

NOW, THEREFORE, 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, as successor to the business to which the mark pertains, which business is ongoing and existing, all rights, titles, and interests in and to the Intellectual Property, including the goodwill associated with the Intellectual Property and any renewals and extensions of the Intellectual Property 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 Intellectual Property 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 trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Intellectual Property.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Intellectual Property, 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 Intellectual Property. 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

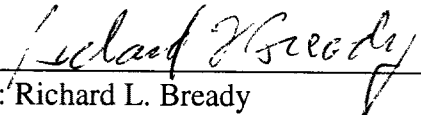
possession of the Assignor) to obtain, perfect, and defend the Intellectual Property in this or any foreign country.

4. 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.

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.

NILES AUDIO CORPORATION

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

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on January 29, 2011 by Richard L. Bready, Vice President of Niles Audio Corporation.


Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

THE AVC GROUP, LLC

By: Edward J. Cooney

Name: Edward J. Cooney

Title: Vice President and Treasurer

STATE OF RHODE ISLAND)

COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on January 29, 2011 by Edward J. Cooney, Vice President and Treasurer of The AVC Group, LLC.

Ramon M. Valois
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

SCHEDULE A

Issued and Pending Trademarks

See attached listing of trademarks.

Trademarks

Subsidiary	Trademark	Registration No.	Serial No.	Country of Registration
<i>Niles Audio Corporation</i>				
	A DAY IN THE LIFE OF INTELLICONTROL	2,736,404	76/444891	USA
	BLENDING HIGH FIDELITY & ARCHITECTURE	2,176,620	75/299601	USA
	BLENDING HIGH FIDELITY & ARCHITECTURE	2,680,681	76/389652	USA
	BLENDING TECHNOLOGY & ARCHITECTURE	2,636,880	76/205839	USA
	BLUEPRINT SERIES IN-WALL LOUDSPEAKERS	1,810,582	74/364954	USA
	CINET	2,625,790	75/906019	USA
	D S F G DIRECTED SOUND FIELD GEOMETRY	2,268,511	75/427902	USA
	ELASTODYNAMIC	2,245,815	75/427900	USA
	FIRST NAME IN CUSTOM INSTALLATION	947210		Australia
	FIRST NAME IN CUSTOM INSTALLATION	629,599	117250	Canada
	FIRST NAME IN CUSTOM INSTALLATION	3176765	EC003176765	Europe
	FIRST NAME IN CUSTOM INSTALLATION	593479		Mexico
	FIRST NAME IN CUSTOM INSTALLATION	675648	675648	New Zealand
	FIRST NAME IN CUSTOM INSTALLATION	2,810,333	76/500152	USA
	FIRST NAME IN CUSTOM INSTALLATION	2,424,833	75/794738	USA
	FLEXCONNECT			USA
	i and DESIGN		78/916,431	USA
	i3	2,364,327	75/703921	USA
	IDEFINITION	2,446,969	75/703922	USA
	INGENIOUS IR	TMA0677269	1180247	Canada
	INGENIOUS IR	2,864,517	76/520373	USA
	INTELLICONTROL	943637		Australia

<i>Subsidiary</i>	<i>Trademark</i>	<i>Registration No.</i>	<i>Serial No.</i>	<i>Country of Registration</i>
	INTELLICONTROL		825356997	Brazil
	INTELLICONTROL	624,390	1170388	Canada
	INTELLICONTROL	003038049	EC003038049	Europe
	INTELLICONTROL	785724	589773	Mexico
	INTELLICONTROL	673504		New Zealand
	INTELLICONTROL	2,143,462	75/141300	USA
	INTELLICONTROL	3,165,575	76/476448	USA
	INTELLIFILE	2,174,287	75/160144	USA
	INTELLIPAD	2,034,463	74/685522	USA
	IPAD	2,390,586	75/596628	USA
	IPOWER	616,620		Canada
	IPOWER	2,407,028	75/581616	USA
	IQ	2,486,658	75/703920	USA
	IREMOTE	2,897,553	76/022926	USA
	IWARE & DESIGN	3,674,619	78/916428	USA
	JOBSITE	2,960,617	76/563695	USA
	JOBSITE	2,074,257	74/630517	USA
	JOBSITE	3,241,583	78/780826	USA
	JUST IN CASE	2,677,678	76/388634	USA
	MICROFLASHER	2,647,567	76/388636	USA
	MICROPERF	Common Law Trademark		USA
	MICROSENSOR	2,647,566	76/388635	USA
	NILES	709,909	1,343,927	Canada
	NILES (& DESIGN)	147134	147134	Greece

<i>Subsidiary</i>	<i>Trademark</i>	<i>Registration No.</i>	<i>Serial No.</i>	<i>Country of Registration</i>
	NILES (& DESIGN)	1061394		India
	NILES (& HORIZONTAL DESIGN)	1,975,053		Argentina
	NILES (& HORIZONTAL DESIGN)	872058		Australia
	NILES (& HORIZONTAL DESIGN)	24,290	24290	Bahamas
	NILES (& HORIZONTAL DESIGN)	33602	33602	Bermuda
	NILES (& HORIZONTAL DESIGN)	93927-C	93927-C	Bolivia
	NILES (& HORIZONTAL DESIGN)		823922987	Brazil
	NILES (& HORIZONTAL DESIGN)	500,679		Canada
	NILES (& HORIZONTAL DESIGN)	632 681	545460	Chile
	NILES (& HORIZONTAL DESIGN)	1984352	2001/174067	China
	NILES (& HORIZONTAL DESIGN)	134386		Costa Rica
	NILES (& HORIZONTAL DESIGN)	0125957		Dominican Republic
	NILES (& HORIZONTAL DESIGN)	5121-00		Ecuador
	NILES (& HORIZONTAL DESIGN)	58	18688/01	El Salvador
	NILES (& HORIZONTAL DESIGN)	000252072	EC000252072	Europe
	NILES (& HORIZONTAL DESIGN)	123,140		Guatemala
	NILES (& HORIZONTAL DESIGN)		4565/2001	Honduras
	NILES (& HORIZONTAL DESIGN)	13688/2003		Hong Kong
	NILES (& HORIZONTAL DESIGN)	4753217		Japan
	NILES (& HORIZONTAL DESIGN)	65978	65978	Jordan
	NILES (& HORIZONTAL DESIGN)			Korea
	NILES (& HORIZONTAL DESIGN)	90320		Lebanon
	NILES (& HORIZONTAL DESIGN)	56314		Nicaragua
	NILES (& HORIZONTAL DESIGN)	214851	214851	Norway

<i>Subsidiary</i>	<i>Trademark</i>	<i>Registration No.</i>	<i>Serial No.</i>	<i>Country of Registration</i>
	NILES (& HORIZONTAL DESIGN)		117714	Panama
	NILES (& HORIZONTAL DESIGN)	254964	254964	Paraguay
	NILES (& HORIZONTAL DESIGN)	00077881		Peru
	NILES (& HORIZONTAL DESIGN)			Russia
	NILES (& HORIZONTAL DESIGN)	2001-084331/1		South Africa
	NILES (& HORIZONTAL DESIGN)	499,287		Switzerland
	NILES (& HORIZONTAL DESIGN)	01034843		Tawan
	NILES (& HORIZONTAL DESIGN)	2002/001941	2002/001941	Turkey
	NILES (& HORIZONTAL DESIGN)	37166		U A E.
	NILES (& HORIZONTAL DESIGN)	335,100		Uruguay
	NILES (& HORIZONTAL DESIGN)	2,797,159	76/476447	USA
	NILES (& HORIZONTAL DESIGN)	2,033,739	75/053611	USA
	NILES (& HORIZONTAL DESIGN)	2,720,886	76/389653	USA
	NILES (& HORIZONTAL DESIGN)		220757	Venezuela
	NILES (& VERTICAL DESIGN)	1621		Andorra
	NILES (& VERTICAL DESIGN)	479,977	8120330	Canada
	NILES (& VERTICAL DESIGN)	149,713		Israel
	NILES (& VERTICAL DESIGN)	689213	451386	Mexico
	NILES (& VERTICAL DESIGN)	261787	261787	New Zealand
	NILES (& VERTICAL DESIGN)	2,797,158	76/476446	USA
	NILES (& VERTICAL DESIGN)	1,904,249	74/531713	USA
	NILES (and design)		49942/2008	Korea
	NILES (and horizontal design)		633490	Thailand
	NILES (VERTICAL & HORIZONTAL DESIGN)		2001-13388	Malaysia

<i>Subsidiary</i>	<i>Trademark</i>	<i>Registration No.</i>	<i>Serial No.</i>	<i>Country of Registration</i>
	NILES (VERTICAL & HORIZONTAL DESIGN)	T01/15711J		Singapore
	NILES (WITHOUT DESIGN)	2,788,662	76/503456	USA
	NILES logo	P-243528	2001-020444	Venezuela
	ONE TOUCH TO ENTERTAINMENT	3,655,398	77/301317	USA
	ONE TOUCH TO MUSIC	3,719,127	77/294665	USA
	PURE CUSTOM	2,721,297	76/444890	USA
	QUICKCONFIG	3,531,967	77/243070	USA
	REMOTE CONTROL ANYWHERE!	2,645,663	76/343657	USA
	SELECT	2,677,676	76/388629	USA
	SILENCER	2,677,677	76/388631	USA
	SMARTDOCK	3,266,697	78/948148	USA
	SOLO	2,739,813	76/388630	USA
	STAGE FRONT HOME THEATER SOLUTIONS	3,354,356	78/926897	USA
	STAGE FRONT HOME THEATER SOLUTIONS (stylized)	3,660,934	78/926881	USA
	SYSTEMS INTEGRATION AMPLIFIER	2,248,408	75/427901	USA
	SYSTEMS INTEGRATION AMPLIFIER	3,008,347	76/594467	USA
	TRANSPORT	2,683,268	76/388633	USA
	TWIST AND LOCK	3,608,583	77/564834	USA
	ULTRASILK	3,206,526	76/608977	USA