

03/10/2011

U S DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

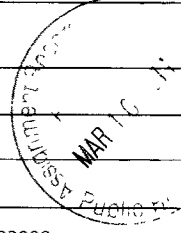
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To the Director of the U S Patent and Trademark Office  
Documents or the new address(es) below

<p><b>1. Name of conveying party(ies):</b></p> <p>Xantech LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State _____  <input checked="" type="checkbox"/> Other <u>limited liability company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name <u>The AVC Group, LLC</u>  Internal Address _____  Address _____  Street Address: <u>1969 Kellogg Avenue</u>  City: <u>Carlsbad</u>  State <u>CA</u>  Country: <u>USA</u> Zip <u>92008</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>LLC</u>      Citizenship <u>Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>March 1, 2011</u></p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	



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

A Trademark Application No (s)  
77/482323      77/482329      77/742755

B Trademark Registration No (s)  
1,474,006      3,191,000      2,389,728      2,501,277  
2,581,678

Additional sheet(s) attached?  Yes  No

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name <u>Dawn Valois</u>  Internal Address <u>Nortek, Inc</u>  Street Address: <u>50 Kennedy Plaza</u>  City: <u>Providence</u>  State: <u>RI</u> Zip: <u>02903</u>  Phone Number: <u>401-751-1600</u>  Fax Number: <u>401-751-9844</u>  Email Address: <u>valois@nortek-inc.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">8</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$<u>215.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____  Authorized User Name: _____  03/10/2011 TRADING 00000037 77482323</p>
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**9. Signature:** Dawn Valois      01 FC:8521      03/10/2011      40.00 OP  
Signature      02 FC:8521      Date      175.00 OP

\_\_\_\_\_  
Dawn Valois  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 6

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 March 1, 2011 (this "Assignment") by and among Xantech LLC, a California limited liability company (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

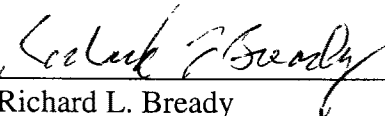
possession of the Assignor) to obtain, perfect, and defend the Intellectual Property in this or any foreign country.

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.

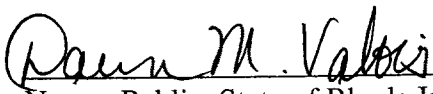
IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

XANTECH LLC

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

STATE OF RHODE ISLAND    )  
  )  
COUNTY OF PROVIDENCE    )

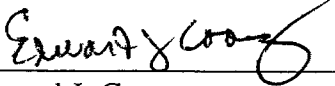
This Trademark Assignment was executed before me on March 1, 2011 by Richard L. Bready, Vice President of Xantech LLC.

  
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

THE AVC GROUP, LLC

By:   
Name: Edward J. Cooney  
Title: Vice President and Treasurer

STATE OF RHODE ISLAND    )  
  )  
COUNTY OF PROVIDENCE    )

This Trademark Assignment was executed before me on March 1, 2011 by Edward J. Cooney, Vice President and Treasurer of The AVC Group, LLC.

  
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

## SCHEDULE A

### Issued and Pending Trademarks

Trademark/Serial No.	Title	Country
900768	ACCU-LEARN	Australia
002546349	ACCU-LEARN	Europe
1,474,006	MRTV	USA
624,130	SMART PAD	Canada
00278293	SMART PAD	Europe
3,191,000	SMARTPAD LCD	USA
282,930	VIDEO LINK AND DESIGN	Canada
77/482323	X	USA
77/482329	X AND DESIGN	USA
779,504	XANTECH	Australia
540341	XANTECH	Benelux
235,726	XANTECH	Canada
3098929	XANTECH	China
001004290	XANTECH	Europe
726,510	XANTECH	Mexico
301,684	XANTECH	New Zealand
1,014,689	XANTECH	Taiwan
2,389,728	XANTECH	USA
2,501,277	XANTECH HOME	USA
1337172	XANTECH SMARTPANEL	Australia
1462685	XANTECH SMARTPANEL	Canada
8843803	XANTECH SMARTPANEL	China
008755605	XANTECH SMARTPANEL	Europe
77/742755	XANTECH SMARTPANEL	USA
540342	XTRA LINK	Benelux
3098930	XTRA LINK	China
726,511	XTRA LINK	Mexico
1012987	XTRA LINK	Taiwan
2,581,678	XTRA LINK	USA