

05/31/2011



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3/31/11
To the Director of the U S Patent and

ments or the new address(es) below

1. Name of conveying party(ies):

Lite Touch, Inc

- Individual(s)
- General Partnership
- Corporation- State Utah
- 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) 5/23/2011

- 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 Panamax LLC
 Internal Address _____
 Street Address: 1690 Corporate Circle Drive
 City Petaluma
 State CA
 Country USA Zip 94954

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

Citizenship California
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)
 2,251,488 3,459,689 2,423,587 1,137,277
 1,284,101 1,102,030

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 Valois
 Internal Address 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:

9

7. Total fee (37 CFR 2 6(b)(6) & 3 41) \$240.00

- 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

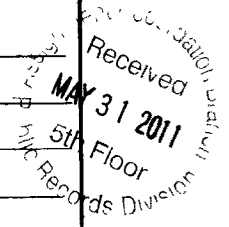
05/31/2011 R:ULLINS 00000026 225.488
 01 FC:8521
 02 FC:8522 Date 5/31/2011

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

7

48.00 OP
200.00 OP

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



Trademarks to be assigned to Panamax LLC from Lite Touch, Inc.

2,259,427

3,270,869

1,740,977

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of May 26 2011 (this "Assignment") by and among Lite Touch, Inc., a Utah corporation (the "Assignor") and Panamax LLC, a California 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.

LITE TOUCH, INC.

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

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on May 26, 2011 by Richard L. Bready, Vice President of Lite Touch, Inc.

Dawn M. Valois
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

PANAMAX 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 May 26, 2011 by Edward J. Cooney,
Vice President and Treasurer of Panamax LLC.

Dawn M. Valois
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

SCHEDULE A

Issued and Pending Trademarks

Trademark/Serial No.	Title	Country
2,251,488	BRILLIANT SOLUTIONS IN LIGHTING AUTOMATION	USA
3,459,689	BRILLIANT SOLUTIONS IN LIGHTING CONTROL	USA
2,423,587	HOMETOUCH	USA
1,137,277	LITETOUGH	USA
1,284,101	LITETOUGH	USA
2511065-0190	LITE-TOUCH	UTAH, USA
1,102,030	LITETOUGH (STYLIZED)	USA
2,259,427	LITETOUGH PLUS DESIGN	USA
3,270,869	LITEWARE	USA
1,740,977	SCENARIO	USA