

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broan-NuTone LLC		03/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
Ergotron, Inc.		03/30/2012	CORPORATION: MINNESOTA
Gates That Open, LLC		03/30/2012	LIMITED LIABILITY COMPANY: FLORIDA
GEFEN, LLC		03/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
SpeakerCraft, LLC		03/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking: SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4081314	SELECT-AIR	
Serial Number:	77703994	LEARNFIT	
Serial Number:	85403289	SECURITY-CAMERAS.COM THE ONLINE SOURCE FOR HOME AND BUSINESS SURVEILLANCE SOLUTIONS	
Registration Number:	3975897	GEFEN PRO	
Serial Number:	85053585	GEFEN TOOLBOX	
Registration Number:	3370933	TANTRA	
Serial Number:	85376976	PROFICIENT G SERIES	
Serial Number:	85413242	PROFICIENT MUSIC IN MINUTES	

TRADEMARK

Serial Number:	85438034	PROFICIENT RARE AIR
Serial Number:	85438037	PROFICIENT SIGNATURE SERIES
Serial Number:	85319978	PROFICIENT ZERO

#### CORRESPONDENCE DATA

Fax Number: 3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	220522
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	05/30/2012
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#### Total Attachments: 12

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated March 30, 2012, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of UBS AG, Stamford Branch, as administrative agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS Nortek, Inc., a Delaware corporation (the "*Borrower*") and the other Loan Parties party thereto have entered into a Credit Agreement dated as of April 26, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with UBS AG, Stamford Branch, as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated April 26, 2011 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated April 26, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by this IP Security Agreement Supplement, the "*IP Security Agreement*").

WHEREAS this IP Security Agreement Supplement supplements the IP Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, the Collateral (as defined in Section I below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Subject to Section I of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

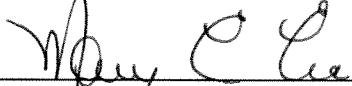
SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement or of any supplement to this IP Security Agreement, by telecopier or in "pdf" or similar format by electronic mail, shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Intercreditor Agreement Prevails. Reference is made to the Lien Subordination and Intercreditor Agreement dated as of April 26, 2011 among Bank of America, N.A., as collateral agent thereunder for the ABL Secured Parties (as defined in the Intercreditor Agreement) referred to therein; UBS AG, Stamford Branch, as collateral agent for the Term Loan Secured Parties (as defined in the Intercreditor Agreement); Nortek, Inc.; and the other subsidiaries of Nortek, Inc. named therein (the "Intercreditor Agreement"). Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

ACCEPTED AND AGREED:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: 

Name: Mary El Evans

Title: Associate Director

By: 

Name: Irja R. Otsa

Title: Associate Director

[Signature Page to IP Security Agreement]

TRADEMARK  
REEL: 004790 FRAME: 0947

BROAN-NUTONE LLC

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

ERGOTRON, INC.

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

NORTEK, INC.

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

GATES THAT OPEN, LLC

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

GEFEN, LLC

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

NORDYNE LLC

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

SPEAKERCRAFT, LLC

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

## Schedule A

Patents

Subsidiary	Description	Patent/Serial Number	Country
Broan-NuTone LLC	DUCT CONNECTOR	29/412644	USA
Broan-NuTone LLC	GRILLE DESIGN	29/399221	USA
Broan-NuTone LLC	GRILLE DESIGN	29/391665	USA
Broan-NuTone LLC	GRILLE DESIGN	D654,998	USA
Broan-NuTone LLC	GRILLE DESIGN	29/405892	USA
Broan-NuTone LLC	GRILLE DESIGN	D653,323	USA
Broan-NuTone LLC	KNOCKOUT PANEL	29/412646	USA
Broan-NuTone LLC	ILLUMINATION SYSTEM & METHOD	13/292759	USA
Broan-NuTone LLC	LIGHTING & VENTILATING SYSTEM & METHOD	13/190386	USA
Broan-NuTone LLC	MAKE-UP AIR SYSTEM	61/482068	USA
Broan-NuTone LLC	MAKE-UP AIR SYSTEM & METHOD	13/352155	USA
Broan-NuTone LLC	SCROLL HOUSING	29/412648	USA
Broan-NuTone LLC	VENTILATING SYSTEM & METHOD	13/300304	USA
Broan-NuTone LLC	VENTILATION SYSTEM & METHOD	13/367258	USA
Ergotron, Inc.	CAM BALANCE MECHANISM SYSTEMS AND METHODS	13/191182	USA
Ergotron, Inc.	DISPLAY MOUNTING INTERFACE SYSTEM AND METHOD	61/487952	USA
Ergotron, Inc.	DISPLY POSITIONING APPARATUS AND METHOD	13/191170	USA

Subsidiary	Description	Patent/Serial Number	Country
Ergotron, Inc.	EDGE MOUNT POSITIONING APPARATUS, SYSTEM AND METHOD	13/294399	USA
Ergotron, Inc.	ELECTRICAL LOAD MANAGEMENT SYSTEM AND METHOD	13/174637	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS AND METHODS	61/547257	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS AND METHODS	61/553620	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS AND METHODS	61/583847	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS AND METHODS	61/590032	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS AND METHODS	61/590071	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS AND METHODS	61/594679	USA
Nordyne LLC	VENTILATION AIRFLOW RATE CONTROL	11/703518	USA
Nordyne LLC	STORAGE OF NUMERICAL PARAMETERS	60/936530	USA
Nordyne LLC	TEMPERATURE CONTROL IN VARIABLE-CAPACITY HVAC SYSTEM	11-820521	USA
Nordyne LLC	HUMIDITY CONTROL AND AIR CONDITIONING	11/811690	USA
Nordyne LLC	AIR CONDITIONING UNITS WITH MODULAR HEAT EXCHANGERS, INVENTORIES, ETC.	11/865575	USA
Nordyne LLC	INTERNALLY FINNED TUBE HAVING ENHANCED NUCLEATION CENTERS	61/058401	USA
Nordyne LLC	INTERNALLY FINNED TUBE HAVING ENHANCED NUCLEATION CENTERS	12/465497	USA
Nordyne LLC	HVAC UNITS, HEAT EXCHANGERS AND METHODS HAVING SLANTED FINS TO SHED CONDENSATION	61/098523	USA



Subsidiary	Description	Patent/Serial Number	Country
Nordyne LLC	HVAC UNITS, HEAT EXCHANGERS AND METHODS HAVING SLANTED FINS FOR IMPROVED AIRFLOW	61/174369	USA
Nordyne LLC	HVAC UNITS, HEAT EXCHANGERS AND METHODS HAVING SLANTED FINS TO SHED CONDENSATION OR FOR IMPROVED AIRFLOW	12/561178	USA
Nordyne LLC	COMPACT AND EFFICIENT HEAT EXCHANGER, FURNANCE, HVAC UNIT, BUILDING AND METHOD OF MAKING	12/271471	USA
Nordyne LLC	NOX-REDUCTION... FURNACE, HVAC UNIT, AND BUILDING	61/142554	USA
Nordyne LLC	NOX-REDUCING APPARATUS, METHOD OF MAKING, FURNANCE, HVAC UNIT AND BUILDING	12/648957	USA
Nordyne LLC	DISCRETE SPEED THERMOSTATS CONTROLLING VARIABLE SPEED HVAC UNITS, METHODS, APPARATUS AND HEAT PUMPS	61/183442	USA
Nordyne LLC	HVAC CONTROL USING DISCRETE-SPEED THERMOSTATS AND RUN TIMES	12/844709	USA
Nordyne LLC	HEAT PUMPS WITH UNEQUAL COOLING AND HEATING CAPACITIES FOR CLIMATES WHERE DEMAND FOR COOLING AND HEATING ARE UNEQUAL	13/035761	USA
Nordyne LLC	LOW-NOX FURNACE AND METHODS OF MAKING AND CONTROLLING SAME	61/183934	USA

Subsidiary	Description	Patent/Serial Number	Country
Nordyne LLC	PREMIX FURNACE AND METHODS OF MIXING AIR AND FUEL AND IMPROVING COMB. STABILITY	12/793318	USA
Nordyne LLC	PREMIX FURNACE AND METHODS OF MIXING AIR AND FUEL AND IMPROVING COMBUSTION STAB.	61/558774	USA
Nordyne LLC	PREMIX FURNACE BURNER IMPROVEMENTS	61/595492	USA
Nordyne LLC	CONDENSING GAS PACKAGE UNIT FOR ROOF OR GROUND INSTALLATION, COLLECTOR AND CONDENSATE DRAIN APPARATUS	13/025987	USA
Nordyne LLC	CONDENSING GAS PACKAGE UNIT CONFIGURED TO DRAIN THROUGH RETURN AIR DUCT OR FLOOR OF UNIT ENCLOSURE	13/026003	USA
Nordyne LLC	CONDENSING GAS PACKAGE UNIT CONFIGURED TO DRAIN CONDENSATE THROUGH INDUCER FAN AND METHOD OF REDUCING FUEL CONSUMPTION	13/026014	USA
Nordyne LLC	BENDING HEAT EXCHANGER, MACHINE, HVAC UNIT AND BUILDING	61/327012	USA
Nordyne LLC	REFRIGERANT MANAGEMENT FOR HEAT PUMP WATER HEATER	61/578753	USA

## Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country
Broan-NuTone LLC	SELECT-AIR	4,081,314	USA
Ergotron, Inc.	LEARNFIT	77/703994	USA
Gates That Open, LLC	SECURITY- CAMERAS.COM	85/403289	USA
Gefen, LLC	GEFEN PRO	3,975,897	USA
Gefen, LLC	GEFEN TOOLBOX	85/053585	USA
SpeakerCraft, LLC	TRANTRA (Stylized)	3,370,933	USA
SpeakerCraft, LLC	PROFICIENT G SERIES	85/376976	USA
SpeakerCraft, LLC	PROFICIENT MUSIC IN MINUTES	85/413242	USA
SpeakerCraft, LLC	PROFICIENT RARE AIR	85/438034	USA
SpeakerCraft, LLC	PROFICIENT SIGNATURE SERIES	85/438037	USA
SpeakerCraft, LLC	PROFICIENT ZERO	85/319978	USA

Schedule C

Copyrights.

Subsidiary	Copyright	Application/Registration No.	Country
Gates That Open, LLC	GTO WEB BASED DOCUMENT MANAGEMENT SYSTEM	TX-204-124	USA
Gates That Open, LLC	PROSW3000XL	TX-178-169	USA