TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTEK, INC.		03/14/2013	CORPORATION: DELAWARE
BROAN-NUTONE LLC		03/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
CES GROUP, LLC		03/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
CLPK, LLC		03/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
ERGOTRON, INC.		03/14/2013	CORPORATION: MINNESOTA
HUNTAIR, INC.		03/14/2013	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	335 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85822882	IQ BLOWER SYSTEM
Registration Number:	2007516	BEST
Registration Number:	3462311	CUSTOMIZATION IS OUR STANDARD
Serial Number:	85840112	EZMOUNT
Serial Number:	85576151	JUSTSTAND
Serial Number:	85576167	JUSTSTAND.ORG
Serial Number:	85772856	LEARNFIT
Registration Number:	4192852	FANWALL

CH $240.00 85822882

Registration Number:	4188963	FANWALL TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 6508385109

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

Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Michael Jokic
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/615
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	03/27/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated March 14, 2013, is made by the Person listed on the signature page hereof (the "***Grantor***") in favor of Bank of America, N.A., 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 December 17, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Bank of America, N.A., 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 1 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 1 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.**

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NORTEK, INC.

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

Address for Notices:
Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903

BROAN-NUTONE LLC

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

CES Group, LLC

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

CLPK, LLC

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

ERGOTRON, INC.

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

HUNTAIR, INC.

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

Schedule A

Patents

Subsidiary	Description	Patent/Serial Number	Country
Broan-NuTone LLC	CUSTOM RANGE HOOD SYSTEM & METHOD	13/663,337	USA
Broan-NuTone LLC	DOWNDRAFT SYSTEM	61/642,060	USA
Broan-NuTone LLC	FLUID CLEANING SYSTEM & METHD	13/251,958	USA
Broan-NuTone LLC	GRILLE DESIGN	28/405,892	USA
Broan-NuTone LLC	GRILLE DESIGN	29/406,215	USA
Broan-NuTone LLC	GRILLE DESIGN	D665,225	USA
Broan-NuTone LLC	IAQ SYSTEMS & METHODS	13/357,440	USA
Broan-NuTone LLC	ILLUMINATION GRILLE & ASSEMBLY METHOD	13/597,167	USA
Broan-NuTone LLC	KNOCK-OUT PANEL	29/412,646	USA
Broan-NuTone LLC	LIGHTING & VENTILATING SYSTEM & METHD	13/745,200	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,781	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,783	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,784	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,786	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,787	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,789	USA
Broan-NuTone LLC	NEXT GENERATION DOWNDRAFT HOOD DESIGN	29/419,790	USA

Subsidiary	Description	Patent/Serial Number	Country
Broan-NuTone LLC	RANGE HOOD	D439,650	USA
Broan-NuTone LLC	RANGE HOOD	D527,088	USA
Broan-NuTone LLC	RANGE HOOD	D526,711	USA
Broan-NuTone LLC	VALVE SYSTEM & METHOD	13/407,657	USA
Broan-NuTone LLC	VENTILATION SYSTEM & METHOD	13/524,047	USA
Broan-NuTone LLC	VENTILATION SYSTEM & METHOD	13.597,123	USA
CLPK, LLC	LIGHT AND FILTER SUPPORT STRUCTURE	5681143	USA
Ergotron, Inc.	BIOFOCAL DISPLAY POSITIONING APPARATUS AND METHOD	13/371,699	USA
Ergotron, Inc.	CABLE MANAGEMENT FOR CARTS	61/678302	USA
Ergotron, Inc.	CHARGING MODULE SYSTEM AND METHOD	61/677885	USA
Ergotron, Inc.	COMPUTING CART WITH SLIDING WORK SURFACE	13/754424	USA
Ergotron, Inc.	COUNTERBALANCE SYSTEM AND METHOD	61/618,133	USA
Ergotron, Inc.	DISPLAY MOUNTING INTERFACE SYSTEM AND METHOD	13/475,372	USA
Ergotron, Inc.	FURNITURE ASSEMBLY SYSTEM AND METHOD	13/600,376	USA
Ergotron, Inc.	MOUNT BASE WITH LOCK	61/727,463	USA
Ergotron, Inc.	MULTI-AXIS PIVOT SYSTEM AND METHOD	61/623,661	USA
Ergotron, Inc.	MULTI-AXIS PIVOT SYSTEM AND METHOD	61/701,122	USA
Ergotron, Inc.	PACKAGING SYSTEM AND METHOD	61/605,490	USA
Ergotron, Inc.	RECLINING STAND SYSTEM AND METHOD	13/422,387	USA
Ergotron, Inc.	STAND SYSTEM AND METHOD	13/568,788	USA

Subsidiary	Description	Patent/Serial Number	Country
Ergotron, Inc.	SUPPORT STAND FOR FLAT-PANEL DISPLAY MONITOR	95/002,218	USA
Ergotron, Inc.	TABLET AND MONITOR SUPPORT SYSTEM	13/650,616	USA
Ergotron, Inc.	TABLET CASE SYSTEM AND METHOD	61/739,552	USA
Ergotron, Inc.	TABLET MOUNTING ARM SYSTEMS AND METHODS	13/650,702	USA
Ergotron, Inc.	TABLET MOUNTING ARM SYSTEMS AND METHODS	13/650,631	USA
Ergotron, Inc.	TABLET MOUNTING SYSTEMS, STANDS AND METHODS	13/651,066	USA
Ergotron, Inc.	TABLET STORAGE AND TRANSPORTATION DEVICE	13/650,736	USA
Ergotron, Inc.	TABLET STORAGE DEVICE	13/650,572	USA
Ergotron, Inc.	TILT MECHANISM FOR A DISPLAY	13/754,428	USA
Ergotron, Inc.	TILT MECHANISM FOR A MONITOR	61/677,209	USA
Ergotron, Inc.	WALL MOUNTING SYSTEM AND METHOD	61/727,460	USA
Ergotron, Inc.	WORK SURFACE OPENING MECHANISM	61/705,797	USA
Huntair, Inc.	BACKDRAFT DAMPER	13/672300	USA
Huntair, Inc.	EXPANSION OF CLAIMS FOR ACTIVE NOISE CANCELLATION OF FANWALL INLET	13/626423	USA
Huntair, Inc.	FAN ARRAY FAN SECTION IN AIR-HANDLING SYSTEMS	13/080168	USA
Huntair, Inc.	FAN ARRAY FAN SECTION IN AIR-HANDLING SYSTEMS	13/546108	USA
Huntair, Inc.	FAN ARRAY FAN SECTION IN AIR-HANDLING SYSTEMS	13/546061	USA
Huntair, Inc.	FAN ARRAY FAN SECTION IN AIR-HANDLING SYSTEMS	13/663127	USA
Huntair, Inc.	FAN ARRAY FAN SECTION IN AIR-HANDLING SYSTEMS	13/293301	USA

Subsidiary	Description	Patent/Serial Number	Country
Huntair, Inc.	METHODS AND SYSTEMS FOR ACTIVE SOUND ATTENUATION	13/044695	USA
Huntair, Inc.	MODULAR FAN HOUSING WITH MULTIPLE MODULAR UNITS	13/546138	USA
Huntair, Inc.	SOUND-ABSORPTIVE PANELING FOR AN AIR HANDLING SYSTEM	13/297690	USA
Huntair, Inc.	SYSTEM AND METHOD FOR DELIVERING AIR THROUGH A BOOM ASSEMBLY	61/663712	USA
Huntair, Inc.	SYSTEM AND METHOD FOR DELIVERING AIR THROUGH A BOOM ASSEMBLY	13/682339	USA
Huntair, Inc.	SYSTEM AND METHOD FOR UTILIZING CONDENSATE IN AN AIR HANDLING SYSTEM	61/713114	USA

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country
Broan-NuTone LLC	IQ BLOWER SYSTEM WITH DESIGN	85/822882	USA
Broan-NuTone LLC	BEST	2,007,516	USA
CES Group, LLC	CUSTOMIZATION IS OUR STANDARD	3462311	USA
Ergotron, Inc.	EZMOUNT	85/840,112	USA
Ergotron, Inc.	JUSTSTAND	85/576,151	USA
Ergotron, Inc.	JUSTSTAND.ORG	85/576,167	USA
Ergotron, Inc.	LEARNFIT	85/772,856	USA
Huntair, Inc.	FANWALL	4192852	USA
Huntair, Inc.	FANWALL TECHNOLOGY	4188963	USA

Schedule C

Copyrights.

Subsidiary	Copyright	Application/Registration No.	Country

None.