

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303450

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTEK, INC.		03/11/2014	CORPORATION: DELAWARE
2GIG TECHNOLOGIES, INC.		03/11/2014	CORPORATION: DELAWARE
BROAN-NUTONE LLC		03/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
CES GROUP, LLC		03/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
CORE BRANDS, LLC		03/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
ERGOTRON, INC.		03/11/2014	CORPORATION: MINNESOTA
HUNTAIR, INC.		03/11/2014	CORPORATION: DELAWARE
LINEAR LLC		03/11/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
MAGENTA RESEARCH LTD.		03/11/2014	CORPORATION: CONNECTICUT
NORDYNE LLC		03/11/2014	LIMITED LIABILITY COMPANY: DELAWARE

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: 16

Property Type	Number	Word Mark
Serial Number:	85881924	GO!BRIDGE
Serial Number:	86199332	ULTRA
Serial Number:	86199385	ULTRA PRO
Serial Number:	86199466	ULTRA
Serial Number:	86199513	ULTRAGREEN
Serial Number:	86199941	ULTRA SILENT
Serial Number:	85875014	KORUS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85875046	KORUS
Serial Number:	86152683	CONSTANT FORCE
Serial Number:	86152684	MICRODIAL
Serial Number:	85882025	CODESAFE
Serial Number:	86110497	LINEARLINC
Serial Number:	86110570	
Serial Number:	86168593	CODESAFE
Serial Number:	86181497	NULINC
Serial Number:	86183118	NULINC

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: BENJAMIN PETERSEN

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	3232/615
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/02/2014

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 11, 2014, 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.

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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: Kevin W. Donnelly

Title: Senior Vice President, General
Counsel and Secretary

Address for Notices:

Nortek, Inc.

50 Kennedy Plaza

Providence, RI 02903

TRADEMARK

REEL: 005273 FRAME: 0166

2GIG TECHNOLOGIES, INC.

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

BROAN-NUTONE LLC

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

CBS Group, LLC

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

CORE BRANDS, LLC

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

ERGOTRON, INC.

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

HUNTAIR, INC.

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

LINEAR LLC

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

MAGENTA RESEARCH LTD.

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

NORDYNE LLC

By 
Name: Kevin W. Donnelly
Title: Vice President and Secretary

Schedule A

Patents

Subsidiary	Description	Patent/Serial Number	Country
Broan-NuTone LLC	DOWNDRAFT SYSTEM	2,814,915	USA
Broan-NuTone LLC	SWING RANGE HOOD	29/456870	USA
Broan-NuTone LLC	RANGE HOOD	29/458592	USA
Broan-NuTone LLC	RANGE HOOD	29/458589	USA
Broan-NuTone LLC	FLUSH-MOUNT DEVICES AND METHODS	61/837602	USA
CES Group, LLC	RIGOROUS PATH TO A GREEN FACILITY USING ACTIVE CFD	61/904228	USA
Core Brands, LLC	IN-WALL MULTIPLE-BAY LOUDSPEAKER SYSTEM	14/087945	USA
Ergotron, Inc.	ELECTRONIC DEVICE ENCLOSURE SYSTEM AND METHOD	61/778700	USA
Ergotron, Inc.	PROJECTOR MOUNT SYSTEM AND METHOD	61/778712	USA
Ergotron, Inc.	COUNTERBALANCING LIFT MECHANISMS AND METHDS	13/840235	USA
Ergotron, Inc.	MULTI-AXIS PIVOT SYSTEM AND METHOD	13/861566	USA
Ergotron, Inc.	ARM LOCKING SYSTEM AND METHOD	61/835302	USA
Ergotron, Inc.	PROJECTOR MOUNT SYSTEM AND METHOD	61/840077	USA
Ergotron, Inc.	TILT MECHANISM FOR A MONITOR	13/954114	USA
Ergotron, Inc.	CART WITH CABLE MANAGEMENT SYSTEM	13/956812	USA
Ergotron, Inc.	DISPLAY POSITIONING APPARATUS AND METHOD	13/964870	USA

Subsidiary	Description	Patent/Serial Number	Country
Ergotron, Inc.	HEIGHT ADJUSTABLE DESK SYSTEM AND METHOD	61/867308	USA
Ergotron, Inc.	PROJECTOR ADJUSTMENT MECHANISM	61/874037	USA
Ergotron, Inc.	WORK SURFACE OPENING MECHANISM	14/037605	USA
Ergotron, Inc.	BI-DIRECTIONAL TILT MECHANISMS AND METHODS	61/887725	USA
Ergotron, Inc.	COMPUTING DEVICE TRAY FOR FOLDING ATTACHMENT TO A CHAIR	61/898897	USA
Ergotron, Inc.	WALL MOUNTING SYSTEM AND METHOD	14/078913	USA
Ergotron, Inc.	SUPPORT SYSTEM WITH LOCK	14/079937	USA
Ergotron, Inc.	BRAKE STAND SYSTEMS	14/134577	USA
Ergotron, Inc.	LIFT MECHANISM SYSTEMS AND METHODS		USA
Ergotron, Inc.	ILLUMINATING AIRFLOW PANEL ASSEMBLY	13/905812	USA
Huntair, Inc.	OVERHEAD SUPPORT SYSTEM HAVING ADJUSTABLE LIGHTING ELEMENTS	13/973534	USA
Linear LLC	FALL DETECTION SYSTEMS AND METHOD	13/866388	USA
Linear LLC	SOFTWARE AND INVENTORY LICENSING SYSTEM AND METHOD	14/064426	USA
Linear LLC	MOTION SENSING NECKLACE SYSTEM	14/072579	USA
Linear LLC	CONTROL PANEL BOX	29/480514	USA
Linear LLC	A COMPUTER SCREEN DISPLAY PANEL	29/480521	USA
Linear LLC	BUILDING SECURITY AND AUTOMATION SYSTEM	61/931945	USA
Linear LLC	A COMPUTER SCREEN DISPLAY PANEL	29/480525	USA
Linear LLC	A GRAPHICAL ICON FOR A COMPUTER DISPLAY	29/480530	USA

Subsidiary	Description	Patent/Serial Number	Country
Magenta Research Ltd.	SIGNAL EQUALIZER FOR BALANCED TRANSMISSION LINE-BASED VIDEO SWITCHING	14/086212	USA

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country
2GIG Technologies, Inc.	GO!BRIDGE	85/881924	USA
Broan-NuTone LLC	ULTRA	86/199332	USA
Broan-NuTone LLC	ULTRA PRO	86/199385	USA
Broan-NuTone LLC	ULTRA LOGO	86/199466	USA
Broan-NuTone LLC	ULTRAGREEN	86/199513	USA
Broan-NuTone LLC	ULTRASILENT	86/199941	USA
Core Brands, LLC	KORUS (STYLIZED)	85/875014	USA
Core Brands, LLC	KORUS (STYLIZED)	85/875046	USA
Ergotron, Inc.	CONSTANT FORCE	86/152683	USA
Ergotron, Inc.	MICRODIAL	86/152684	USA
Linear LLC	CODESAFE	85/882025	USA
Linear LLC	LINEARLINC	86/110497	USA
Linear LLC	LOGO (LINEARLINC)	86/110570	USA
Linear LLC	CODESAFE LOGO (DESIGN)	86/168593	USA
Linear LLC	NULINC	86/181497	USA
Linear LLC	NULINC (STYLIZED)	86/183118	USA

Schedule C

Copyrights.

Subsidiary	Copyright	Application/Registration No.	Country

None.