

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reznor LLC		04/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3040214	AIRBLOC	
Registration Number:	3514996	MACROCHANNEL	
Registration Number:	2565916	MAPS	
Registration Number:	3354628		
Registration Number:	1980998	REZPRO	
Registration Number:	3381663	REZQUOTE	
Registration Number:	2670203	TCORE 2	
Registration Number:	3434898	TCORE3	
Registration Number:	1555674	THERMOCORE	
Registration Number:	2713140	V3	
Registration Number:	2995196	VENTURION	
CORRESPONDENCE DATA			
Fax Number:	2128338007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-833-8000		
Email:	devon.goldberg@weil.com		
Correspondent Name:	Dennis Adams		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
		TRADEMARK	

CH \$290.00 3040214

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 65859.0024.6262

NAME OF SUBMITTER: Devon J. Goldberg

SIGNATURE: /Devon Goldberg/

DATE SIGNED: 05/05/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated April 30, 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 “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS Nortek, Inc., a Delaware corporation (the “**Specified U.S. Borrower**”) and the other Loan Parties party thereto have entered into an Amended and Restated Credit Agreement, dated as of December 17, 2010, as amended as of April 26, 2011 and as further amended as of June 13, 2012 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Bank of America, N.A., as Administrative 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 Loan Parties have executed and delivered that certain Security Agreement dated December 17, 2009 made by the Loan Parties to the Administrative 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 December 17, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the Security Agreement and that certain Security Agreement Supplement dated as of the date hereof made by the Grantor, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in 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, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the 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 Administrative 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. Intercreditor Agreement Prevails. Reference is made to the Amended and Restated Lien Subordination and Intercreditor Agreement dated as of April 30, 2014, among Bank of America, N.A., as collateral agent thereunder for the ABL Secured Parties (as defined in the Intercreditor Agreement) referred to therein; Wells Fargo Bank, National Association, 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 IP Security Agreement Supplement, 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 and, to the extent provided therein, the applicable Senior Secured Obligations Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this IP Security Agreement Supplement 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.

REZNOR LLC

By 

Name: Almon C. Hall

Title: Vice President

Address for Notices:

[Signature Page to IP Security Agreement Supplement]

Schedule A

Patents

<u>TITLE</u>	<u>SERIAL NUMBER</u>	<u>COUNTRY</u>	<u>PATENT NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>CLIENT</u>
Pilot Assembly for Direct Fired Make-Up Heater Utilizing Igniter Surrounded by Protective Shroud		US		5,556,272	Reznor LLC
Compact High-Efficiency Air Heater		US		6,308,702	Reznor LLC
Compact High Efficiency Clam Shell Heat Exchanger		US		6,938,688	Reznor LLC
One Shot Heat Exchanger Burner		US		6,889,686	Reznor LLC
Apparatus and Method for Providing Multiple Stages of Fuel Burner Port Shield		US		7,494,337	Reznor LLC
		US		7,726,386	Reznor LLC
System and Method for Improving the Thermal Efficiency of a Heating System		US		7,744,366	Reznor LLC
System and Method for Combustion-Air Modulation of a Gas-Fired Heating System		US		7,802,984	Reznor LLC
Multi-Channel Heat Exchanger Integrated Ventilation Unit		US		8,113,269	Reznor LLC
Premix Air Heater					
Space Heating Appliances		US		5,626,125	Reznor LLC
Space Heating Appliances		US		6,217,320	Reznor LLC
High Efficiency Radiant Heater		US		8,105,076	Reznor LLC

Schedule B

UNITED STATES TRADEMARKS:

Trademarks

TITLE	SERIAL NO	SUBSIDIARY	TRADEMARK REGISTRATION NO
AIRBLOC	78/392,782	Reznor LLC	3,040,214
MACROCHANNEL	77273938	Reznor LLC	3,514,996
MAPS	75/919,064	Reznor LLC	2,565,916
MISCELLANEOUS BOX DESIGN - V3 Cabinet	78/634746	Reznor LLC	3,354,628
REZPRO	74/690,204	Reznor LLC	1,980,998
REZQUOTE	77255733	Reznor LLC	3,381,663
TCORE 2	76/322,492	Reznor LLC	2,670,203
TCORE3	77278570	Reznor LLC	3,434,898
THERMOCORE	73/778,052	Reznor LLC	1,555,674
V3	76/390,153	Reznor LLC	2,713,140
VENTURION	78,455,559	Reznor LLC	2,995,196

Schedule C

Copyrights

None.