

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTEK, INC.		07/09/2015	CORPORATION: DELAWARE
NORTEK SECURITY & CONTROL LLC		07/09/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICAN, 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: 2			
Property Type	Number	Word Mark	
Serial Number:	86367172	LIBRIS	
Serial Number:	85319279	NUMERA	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	3232/615		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	07/17/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated July 9, 2015, 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.

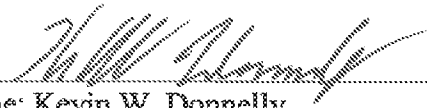
SECTION 6. Intercreditor Agreement Prevails. Reference is made to the Amended and Restated Lien Subordination and Intercreditor Agreement dated as of April 30, 2014, among Bank of America, N.A., as collateral agent thereunder for the ABL Secured Parties (as defined in the Intercreditor Agreement) referred 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.

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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.

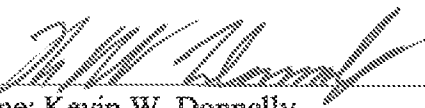
By


Name: Kevin W. Donnelly
Title: Senior Vice President, General
Counsel and Secretary

Address for Notices:
c/o Nortek, Inc.
500 Exchange Street
Providence, RI 02903

NORTEK SECURITY & CONTROL LLC

By


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

Schedule A
Patents

Subsidiary	Description	Patent/Serial Number	Country
Nortek Security & Control LLC	Fall Detection System Using a Combination of Accelerometer, Audio Input and Megnetometer	8,843,101	US
Nortek Security & Control LLC	Single Button Mobile Telephone Using Server-Based Call Routing	8,811,964	US
Nortek Security & Control LLC	Communicating Data Between a Device and Repository	7,375,647	US
Nortek Security & Control LLC	Monitoring and Reporting Medical Measurements	5,704,366	US
Nortek Security & Control LLC	Monitoring and Treating a Patient	6,612,985	US
Nortek Security & Control LLC	Communication and Collaboration Between a Patient and Healthcare Professional	8,010,717	US
Nortek Security & Control LLC	Multiple-application Attachment Mechanism for Consumer Electronic Devices	13/439,713	US
Nortek Security & Control LLC	System to Reduce Acoustic Noise Based on Multiple Microphones, Accelerometers, and Gyro	13/253,000	US
Nortek Security & Control LLC	Cloud-Based Collaborative Mobile Emergency Call Initiation and Handling Distribution System	13/237,879	US
Nortek Security & Control LLC	Manage, Control and Communicate with Sensors	14/062,688	US
Nortek Security & Control LLC	Wearable Motion Sensing Device	13/975,294	US
Nortek Security & Control LLC	Methods for Configuring Biometric Devices for Transmitting Health Information	WO2014062797	US
Nortek Security & Control LLC	Personal Emergency Response System	D710,230S	US
Nortek Security & Control LLC	Personal Emergency Response Device Charging Base	D710,300S	US

Subsidiary	Description	Patent/Serial Number	Country
Nortek Security & Control LLC	Personal Emergency Response Device	D710,288S	US
Nortek Security & Control LLC	Personal Emergency Response Device	D710,229S	US

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country
Nortek Security & Control LLC	LIBRIS	86/367,172	US
Nortek Security & Control LLC	NUMERA	85/519,279	US

Schedule C
Copyrights.

None.