TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TO CORRECT AN ERROR ON THE COVER SHEET PREVIOUSLY RECORDED AT R005478F0815. APPLICATION NUMBER 86497770 WAS INCORRECTLY LISTED AS 86797770.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTEK, INC.		03/02/2015	Corporation: 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: 1

Property Type	Number	Word Mark
Serial Number:	86497770	N NORTEK

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

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:	03/16/2016

Total Attachments: 16
source=assignment-tm-5478-0815#page1.tif
source=assignment-tm-5478-0815#page2.tif

CH $40.00 86497770

source=assignment-tm-5478-0815#page3.tif
source=assignment-tm-5478-0815#page4.tif
source=assignment-tm-5478-0815#page5.tif
source=assignment-tm-5478-0815#page6.tif
source=assignment-tm-5478-0815#page7.tif
source=assignment-tm-5478-0815#page8.tif
source=assignment-tm-5478-0815#page9.tif
source=assignment-tm-5478-0815#page10.tif
source=assignment-tm-5478-0815#page11.tif
source=assignment-tm-5478-0815#page12.tif
source=assignment-tm-5478-0815#page13.tif
source=assignment-tm-5478-0815#page14.tif
source=assignment-tm-5478-0815#page15.tif
source=assignment-tm-5478-0815#page16.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335213

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTEK, INC.		03/02/2015	CORPORATION: DELAWARE
BROAN-NUTONE LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
CORE BRANDS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
ERGOTRON, INC.		03/02/2015	CORPORATION: MINNESOTA
GTO ACCESS SYSTEMS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
NORTEK AIR SOLUTIONS, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
NORTEK GLOBAL HVAC LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
NORTEK SECURITY & CONTROL LLC		03/02/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
REZNOR LLC		03/02/2015	LIMITED LIABILITY COMPANY: MICHIGAN

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: 43

Property Type	Number	Word Mark
Serial Number:	86199332	ULTRA
Serial Number:	86199385	ULTRA PRO
Serial Number:	86199466	ULTRA
Serial Number:	86199513	ULTRAGREEN
Serial Number:	86199941	ULTRA SILENT
Serial Number:	86439113	HAVEN
Serial Number:	86448241	VERTEX

CH $1090.00 86199332

Property Type	Number	Word Mark
Serial Number:	86500696	INVENT
Serial Number:	86513914	ULTRAQUICK
Serial Number:	86513955	ULTRASENSE
Serial Number:	86514075	ULTRALUCENT
Serial Number:	86221818	OLÉ
Serial Number:	86453725	ONEHOME
Serial Number:	86313440	AURIEL
Serial Number:	86319309	POWER360
Serial Number:	86418626	WORKSPACE
Serial Number:	86375962	RODEO GEAR BY MIGHTY MULE AMERICA'S #1 D
Serial Number:	86375930	RODEO GEAR
Serial Number:	86534860	FARM GEAR AUTOMATIC GATE OPERNERS BY...M
Serial Number:	86535723	GTO
Serial Number:	86535740	CHALLENGER
Serial Number:	86535757	DELTA 3
Serial Number:	86535785	DELTA 3
Serial Number:	86495327	EARTHDIREX
Serial Number:	86181497	NULINC
Serial Number:	86354173	LICENSE-TO-GO
Serial Number:	86168593	CODESAFE
Serial Number:	86518825	QUADSTOR
Serial Number:	86518303	QUADVIEW
Serial Number:	86518246	
Serial Number:	86183118	NULINC
Serial Number:	86534545	ALLSTAR
Serial Number:	86534618	ALL-STAR
Serial Number:	86534715	MVP ALLSTAR
Serial Number:	86497075	NORTEK
Serial Number:	86497605	N
Serial Number:	86497634	N
Serial Number:	86497550	N
Serial Number:	86497287	N
Serial Number:	86497677	N NORTEK
Serial Number:	86497724	N NORTEK
Serial Number:	86797770	
Serial Number:	86497798	N NORTEK

CORRESPONDENCE DATA

Fax Number:	6508385109

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.

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:	03/16/2015

Total Attachments: 13

source=0 - Nortek IPSAS#page1.tif
source=0 - Nortek IPSAS#page2.tif
source=0 - Nortek IPSAS#page3.tif
source=0 - Nortek IPSAS#page4.tif
source=0 - Nortek IPSAS#page5.tif
source=0 - Nortek IPSAS#page6.tif
source=0 - Nortek IPSAS#page7.tif
source=0 - Nortek IPSAS#page8.tif
source=0 - Nortek IPSAS#page9.tif
source=0 - Nortek IPSAS#page10.tif
source=0 - Nortek IPSAS#page11.tif
source=0 - Nortek IPSAS#page12.tif
source=0 - Nortek IPSAS#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated March 2, 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 "*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 Amended and Restated Security Agreement dated April 30, 2014 made by the Grantor and such other Persons to the Collateral Agent (as amended, restated, amended and restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated April 30, 2014 (as amended, restated, amended and restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, 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.**

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.
500 Exchange Street
Providence, RI 02903

BROAN-NUTONE 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

GTO ACCESS SYSTEMS, LLC

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

NORTEK AIR SOLUTIONS, LLC

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

NORTEK GLOBAL HVAC LLC

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

NORTEK SECURITY & CONTROL LLC

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

REZNOR LLC

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

Schedule A

Patents

Subsidiary	Description	Patent/Serial Number	Country
Broan-NuTone LLC	Assisted Product Identification	61/935117	USA
Broan-NuTone LLC	Assisted Product Identification	14/611919	USA
Broan-NuTone LLC	Range Hood	29/493756	USA
Broan-NuTone LLC	Downdraft Ventilation System	61/993775	USA
Broan-NuTone LLC	Automated Emissions Capture Determination	14/282649	USA
Broan-NuTone LLC	Downdraft Grill	29/489619	USA
Broan-NuTone LLC	Sensor-Enabled Range Hood System and Method	14/267618	USA
Broan-NuTone LLC	Ventilation System and Method	14/175265	USA
Broan-NuTone LLC	Exhaust Fan Muffler	29/481852	USA
Broan-NuTone LLC	Ventilation Damper System and Method	61/905781	USA
Broan-NuTone LLC	Ventilation Damper System and Method	61/935754	USA
Broan-NuTone LLC	Ventilation Damper System and Method	14/546035	USA
Broan-NuTone LLC	Speaker Fan System and Method	14/533430	USA
Broan-NuTone LLC	Humidity Wall Control	14/593883	USA
Broan-NuTone LLC	Exhaust Fan Light Module	62/046689	USA
Broan-NuTone LLC	Repellent Fixture	29/490056	USA
Broan-NuTone LLC	Light Fixture	29/490057	USA
Broan-NuTone LLC	Door Chime Assembly	62/037985	USA

Subsidiary	Description	Patent/Serial Number	Country
Broan-NuTone LLC	Illumination System and Method	14/467491	USA
Broan-NuTone LLC	Repellant System and Method	14/608996	USA
Broan-NuTone LLC	Ventilation System and Method	61/935781	USA
Broan-NuTone LLC	Ventilation System and Method	14/613935	USA
Broan-NuTone LLC	Ventilator Grill	29/514061	USA
Broan-NuTone LLC	Ventilator Grill	29/514063	USA
Broan-NuTone LLC	Offset Louver Grille	62/101848	USA
Broan-NuTone LLC	Ventilator Grill	29/514070	USA
Broan-NuTone LLC	Ventilator Grill	29/514073	USA
Broan-NuTone LLC	Ventilator Grill	29/514067	USA
Broan-NuTone LLC	Humidity Wall Control	29/514290	USA
Broan-NuTone LLC	Repellant System and Method	14/609073	USA
Core Brands, LLC	Power Distribution Unit with Modular Charging Ports	61/954239	USA
Core Brands, LLC	Flush-Mounted Vibration-Isolating In-Ceiling Loudspeaker System with High Frequency Transducer Array	61/987586	USA
Ergotron, Inc.	Computing Device Tray for Folding Attachment to a Chair	14/529999	USA
Ergotron, Inc.	Bi-Directional Tilt Mechanisms and Methods	14/504619	USA
Ergotron, Inc.	Display Positioning Apparatus and Method	14/340074	USA
Ergotron, Inc.	Electronic Device Charger	61/778700	USA
Ergotron, Inc.	Electronic Device Enclosure System and Method	14/208212	USA
Ergotron, Inc.	Wallmount System and Method	14/208143	USA
Ergotron, Inc.	Arm Locking System and Method	14/281321	USA

Subsidiary	Description	Patent/Serial Number	Country
Ergotron, Inc.	Electrical Load Management System and Method	14/480185	USA
Ergotron, Inc.	Projector Mount System and Method	14/208177	USA
Ergotron, Inc.	Electronic Device Charger	61/951768	USA
Ergotron, Inc.	Height Adjustable Desk System and Method	14/461932	USA
Ergotron, Inc.	Projector Adjustment Mechanism	14/477158	USA
Ergotron, Inc.	Lift Stand with Arms	61/955479	USA
Ergotron, Inc.	Device Storage Cabinet	61/949737	USA
Ergotron, Inc.	Device Storage Cabinet	14/224758	USA
Ergotron, Inc.	Height Adjustable Desktop Work Surface	61/979265	USA
Ergotron, Inc.	Electrical System for Universal Charging Station	62/017900	USA
Ergotron, Inc.	Systems and Methods for Charging Portable Electronic Devices	62/025631	USA
Ergotron, Inc.	Height Adjustable Desk System and Method	62/035700	USA
Ergotron, Inc.	Electrical Load Management System and Method	62/052244	USA
Ergotron, Inc.	Height Adjustable Desktop Workstation	62/053880	USA
Ergotron, Inc.	Systems and Methods for Limiting Inrush Current in Charging Devices	62/052733	USA
Ergotron, Inc.	Modular Electronic Locking Drawer System	62/084052	USA
Ergotron, Inc.	Docking Station for Handheld Device	62/117770	USA
Nortek Air Solutions, LLC	Predictive Monitoring and Control of an Environment Using CFC	14/540918	USA

Subsidiary	Description	Patent/Serial Number	Country
Nortek Security & Control LLC	Control Panel Box	29/480514	USA
Nortek Security & Control LLC	A Computer Screen Display Panel	29/480521	USA
Nortek Security & Control LLC	Building Security and Automation System	61/931945	USA
Nortek Security & Control LLC	A Computer Screen Display Panel	29/480525	USA
Nortek Security & Control LLC	A Graphical Icon for a Computer Display	29/480530	USA
Nortek Security & Control LLC	Systems and Methods for Personal Emergency Response and Reporting	62/000876	USA
Nortek Security & Control LLC	Garage Door Operator Accessory	61/973702	USA
Nortek Security & Control LLC	Garage Door Operator Accessory	14/591593	USA
Nortek Global HVAC LLC	Tubing Joint	14/230735	USA
Nortek Global HVAC LLC	Thaw Cycle in Condensing Style Gas Furnaces	14/299336	USA
Reznor LLC	Integrated Ventilation Unit	14/608658	USA

Schedule B

Trademarks

Subsidiary	Trademark	Application/Registration No.	Country
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	Ultra Silent	86/199941	USA
Broan-NuTone LLC	Haven	86/439113	USA
Broan-NuTone LLC	Vertex	86/448241	USA
Broan-NuTone LLC	InVent (stylized)	86/500696	USA
Broan-NuTone LLC	Ultraquick	86/513914	USA
Broan-NuTone LLC	Ultrasense	86/513955	USA
Broan-NuTone LLC	Ultralucent	86/514075	USA
Core Brands, LLC	Ole	86/221818	USA
Core Brands, LLC	OneHome	86/453725	USA
Core Brands, LLC	Auriel	86/313440	USA
Core Brands, LLC	Power360	86/319309	USA
Ergotron	Workspace	86/418626	USA
GTO Access Systems, LLC	Rodeo Gear by Might Mule	86/375962	USA
GTO Access Systems, LLC	Rodeo Gear	86/375930	USA

GTO Access Systems, LLC	Farm Gear Automatic Gate Openers by Mighty Mule & Design	86/534860	USA
GTO Access Systems, LLC	GTO & Design color logo	86/535723	USA
GTO Access Systems, LLC	Challenger	86/535740	USA
GTO Access Systems, LLC	Delta 3	86/535757	USA
GTO Access Systems, LLC	Delta 3 & Design	86/535785	USA
Nortek Global HVAC LLC	EarthDirect	86/495327	USA
Nortek Security & Control LLC	Nulinc	86/181497	USA
Nortek Security & Control LLC	License-to-Go	86/354173	USA
Nortek Security & Control LLC	Design (CodeSafe Logo)	86/168593	USA
Nortek Security & Control LLC	Quadstor	86/518825	USA
Nortek Security & Control LLC	Quadview	86/518303	USA
Nortek Security & Control LLC	Quad Logo	86/518248	USA
Nortek Security & Control LLC	Nulinc & Design	86/183118	USA
Nortek Security & Control LLC	Allstar	86/534545	USA
Nortek Security & Control LLC	All-Star & Design	86/534618	USA

Nortek Security & Control LLC	MVP Allstar	86/534715	USA
Nortek, Inc.	Nortek (hvac)	86/497075	USA
Nortek, Inc.	N Logo	86/497605	USA
Nortek, Inc.	N Logo	86/497634	USA
Nortek, Inc.	N Logo	86/497550	USA
Nortek, Inc.	N Logo	86/497287	USA
Nortek, Inc.	N Nortek Logo	86/497677	USA
Nortek, Inc.	N Nortek Logo	86/497724	USA
Nortek, Inc.	N Nortek Color Logo	86/497770	USA
Nortek, Inc.	N Nortek Color Logo	86/497798	USA

Schedule C

Copyrights

Subsidiary	Copyright	Application/Registration No.	Country

None.