

12-18-2002



Form PTO-1594 (Rev. 03/01)

OFFICE OF PATENT AND TRADEMARKS

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102314678

Tab settings

2002 SEP -3 AM 10:31

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

FINANCE SECTION

1. Name of conveying party(ies):

Societe Generale

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other: Release of security agreement

Execution Date: May 28, 1999

2. Name and address of receiving party(ies)

Name: Multiplex Technology, Inc.

Internal Address: Re 9-302

Street Address: 3001 Enterprise Street

City: Brea State: CA Zip: 92821

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State: California, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,331,810

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dawn Urbanowicz

Internal Address:

Street Address: Nortek, Inc. 50 Kennedy Plaza

City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dawn Urbanowicz Name of Person Signing

[Signature] Signature

8/26/02 Date

Total number of pages including cover sheet, attachments, and document: 4

09/11/2002 LWELLER 00000100 1331810

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 200.00 OP

TRADEMARK REEL: 2635 FRAME: 0268

Trademarks for Multiplex Technology, Inc. to be released

2,020,339

2,021,764

2,168,033

2,155,358

2,179,176

1,334,094

2,020,324

2,290,668

SG

May 28, 1999

Key Components, LLC
c/o Millbrook Capital Management Inc.
152 West 57th Street
New York, New York 10019

SG Cowen

Re: \$100,000,000 Amended and Restated Credit and Guaranty Agreement

Ladies and Gentlemen:

We refer to the Amended and Restated Credit and Guaranty Agreement, dated as of January 19, 1999 (as heretofore modified, supplemented and in effect on the date hereof, the "Credit Agreement"), among you, as Borrower, certain of your Subsidiaries, as Guarantors, certain financial institutions, as Lenders, and Société Générale, as Agent for said lenders. Terms used herein that are defined in the Credit Agreement have the meanings given to them in the Credit Agreement.

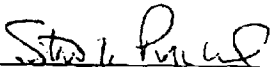
Steven J. Pischel
President
Managed Finance

The undersigned hereby agrees that, effective as of the date hereof, Multiplex Technology, Inc. ("Multiplex") shall no longer be a Guarantor under the Credit Agreement, provided that (i) a sale or transfer by Valley Forge Corporation of all or a portion of the outstanding shares of capital stock of Multiplex to a Person other than the Borrower or any of its Subsidiaries (the "Sale") has been duly consummated, (ii) after the Sale has been duly consummated, the Borrower, any of its Subsidiaries or any combination thereof owns less than or equal to 50% of the outstanding shares of capital stock of Multiplex and (iii) the proceeds of the Sale are applied in compliance with the terms of Section 3.1.2(c) of the Credit Agreement.

This letter shall be governed by and construed in accordance with the law of the State of New York.

Very truly yours,

SOCIÉTÉ GÉNÉRALE,
as Agent for the Lenders,

By 
Name: Steven J. Pischel
Title: Vice President

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