

03/10/2011

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To the Director of the U S Patent & Trademark Office

... documents or the new address(es) below

1. Name of conveying party(ies):

Elan Home Systems, L L C

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name The AVC Group, LLC

Internal Address _____

Street Address: 1969 Kellogg Avenue

City Carlsbad

State CA

Country USA Zip 92008

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Delaware

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) March 1, 2011

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

78/734782 77/342131 85/152841 85/152854
85/095032

B Trademark Registration No (s)

3,282,790 3,528,204 3,528,220 3,822,241 3,468,675
3,436,021

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name Dawn Valois

Internal Address Nortek, Inc.

Street Address 50 Kennedy Plaza

City Providence

State RI Zip 02903

Phone Number 401-751-1600

Fax Number 401-751-9844

Email Address valois@nortek-inc.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$715.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Dawn Valois
Signature

Dawn Valois

Name of Person Signing

03/10/2011 WASHING 00000035 78734782

01 FC: 852/2/2011
02 FC: 8522 Date

40.00 OP
675.00 OP

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

Additional Trademarks to be assigned from Elan Home Systems, L.L.C. to The AVC Group, LLC

2,760,926
2,801,799
3,851,515
3,363,400
3,224,392
3,541,705
2,970,016
3,295,473
2,973,606
3,525,865
3,472,995
2,238,493
2,519,206
2,676,344
2,566,944
2,896,026
3,609,158

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of March 1, 2011 (this "Assignment") by and among Elan Home Systems, L.L.C., a Kentucky limited liability company (the "Assignor") and The AVC Group, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is entitled with respect hereto ("Intellectual Property"), including but not limited to that Intellectual Property listed on Schedule A hereto.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee, as successor to the business to which the mark pertains, which business is ongoing and existing, all rights, titles, and interests in and to the Intellectual Property, including the goodwill associated with the Intellectual Property and any renewals and extensions of the Intellectual Property that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all income, royalties, or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages or causes of action by reason of past, present, or future infringement or other unauthorized use of the Intellectual Property with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Intellectual Property.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Intellectual Property, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Intellectual Property. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the

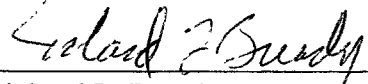
possession of the Assignor) to obtain, perfect, and defend the Intellectual Property in this or any foreign country.

4. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

5. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than Delaware.

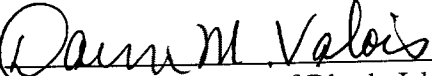
IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

ELAN HOME SYSTEMS, L.L.C.

By: 
Name: Richard L. Bready
Title: Vice President

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on March 1, 2011 by Richard L. Bready, Vice President of Elan Home Systems, L.L.C.


Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

THE AVC GROUP, LLC

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Vice President and Treasurer

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Trademark Assignment was executed before me on March 1, 2011 by Edward J. Cooney, Vice President and Treasurer of The AVC Group, LLC.

Dawn M. Valois
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

SCHEDULE A

Issued and Pending Trademarks

Trademark/Serial No.	Title	Country
3,282,790	A HIGHER LEVEL	USA
3,528,204	ATON	USA
3,528,220	ATON TECHNOLOGY IN REACH	USA
3,822,241	CINEMA RIBBON DUO	USA
3,468,675	CINEMA RIBBON TRIO	USA
3,436,021	DO MORE	USA
2,760,926	ELAN	USA
2,801,799	ELAN	USA
78/734,782	ELAN HOME SYSTEMS	USA
85/095032	ELIOS & DESIGN	USA
3,851,515	g!	USA
3,363,400	GOING RIGHT FOR YOUR SWEET SPOT	USA
3,224,392	GOING RIGHT FOR YOUR SWEET SPOT	USA
3,541,705	HOMEOLOGIC	USA
2,970,016	LIFE JUST GOT BETTER	USA
3,295,473	OLE	USA
2,973,606	ONEHOME	USA
3,525,865	STILBASS	USA
3,472,995	SUBROSA	USA
763669	SUNFIRE	Australia
TMA0532152	SUNFIRE	Canada
EC000839290	SUNFIRE	European Union
4361244	SUNFIRE	Japan
1998-09392	SUNFIRE	South Africa
2,238,493	SUNFIRE	USA
77/342131	SUNFIRE ATMOS	USA
85/152854	SUNFIRE DS	USA
85/152841	SUNFIRE DYNAMIC SERIES	USA
2,519,206	VIA!	USA
2,676,344	VIA!	USA
2,566,944	VIA!	USA
2,896,026	VIA! NET	USA
3,609,158	VIA!MIGO	USA