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Form PTO-1594  
(Rev. 10/02)  
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COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

QUIETFLEX MANUFACTURING COMPANY, L.P.

11-28-03

- ☐ 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 \_\_\_\_\_

Execution Date: 11-21-2003

## 2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

Internal

Address: \_\_\_\_\_

Street Address: 712 Main Street

City: Houston State: TX Zip: 77002

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York  
☐ 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) 2,065,289

2,356,065 2,598,328

Additional number(s) attached ☒ Yes ☐ No

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

Name: Shahreen Rafique, Esq.

Internal Address: ANDREWS KURTH LLP

Street Address: 600 TRAVIS, SUITE 4200

City: HOUSTON State: TX Zip: 77002

## 6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0897(150158)

DO NOT USE THIS SPACE

## 9. Signature.

Theresa Evenbly  
Name of Person Signing

Theresa Evenbly  
Signature

November 24, 2003  
Date

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

12/17/2003 LMUELLER 00000203 500897

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

01 FC:8521  
02 FC:8522

40.00 DA  
50.00 DA

TRADEMARK  
REEL: 002881 FRAME: 0820

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Quietflex Manufacturing Company, L.P., a Texas limited partnership ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to a Fourth Amended and Restated Credit Agreement dated as of November [ ], 2003 (the "Credit Agreement"), among Goodman Global Holdings, Inc. (the "Borrower"), the subsidiaries of the Borrower party thereto as guarantors (the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), and JPMorgan Chase Bank, as Administrative Agent, the Lenders have agreed to make Loans to the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

**WHEREAS**, certain Lenders or their Affiliates have made or, after the date hereof, may enter into interest rate, currency and similar swap transactions with the Borrower or any of its Subsidiaries; and

**WHEREAS**, pursuant to the terms of the Security Agreement dated as of November [ ], 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors and JPMorgan Chase Bank, as Collateral Agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Collateral Agent"), Grantor has agreed to grant in favor of the Collateral Agent a perfected security interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered as of the 21<sup>st</sup> day of November, 2003.

QUIETFLEX MANUFACTURING COMPANY,  
L.P.

By: Quietflex Holding Company, its sole general  
partner

By: Ardee D. Toppe

Name: Ardee D. Toppe

Title: Vice President, Treasurer and Controller

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks:**

United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
QUIETFLEX	2,065,289	5/27/1997
TEXTUF	2,356,065	6/6/2000
THE BACKSAVER	2,598,328	7/23/2002