

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Airxcel, Inc.		09/16/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
Internal Address:	6th Floor, One PNC Plaza
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2462365	AIRXCEL
Registration Number:	2437548	CHILLGRILLE
Registration Number:	2030316	CLASSAIRE
Registration Number:	2669045	COMPAC
Registration Number:	2577012	
Registration Number:	2590210	
Registration Number:	2629646	
Registration Number:	2666481	GREENWHEEL
Registration Number:	2422504	HP 2
Registration Number:	1147999	MACH
Registration Number:	2307011	MACH 1 P.S.
Registration Number:	2310505	MACH 1 PLUS
Registration Number:	2247507	MACH 15
Registration Number:	2307012	MACH 3 P.S.

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Registration Number:	2307010	MACH 3 PLUS
Registration Number:	2728803	MARVAIR
Registration Number:	2367462	MINI MACH
Registration Number:	2437016	PARK PAC
Registration Number:	2238730	ROUGHNECK
Registration Number:	2322957	SEA MACH
Registration Number:	2369805	SUPER MACH
Registration Number:	2260716	TWO TON PLUS
Registration Number:	2330808	TWO TON PLUS HP

**CORRESPONDENCE DATA**

Fax Number: (216)696-0740

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 216-861-7370

Email: clevelandip@bakerlaw.com

Correspondent Name: Monica S. Verma

Address Line 1: 1900 East Ninth Street

Address Line 2: 3200 National City Center

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	38268-00001
NAME OF SUBMITTER:	Monica S. Verma

Total Attachments: 5  
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## AIRXCEL, INC.

### TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

1. As used herein:

1.1. "Agent" means PNC Bank, National Association, as Agent under the Credit Agreements.

1.2. "Collateral" means all trademarks, registered or unregistered, of Pledgor, including but not limited to those listed on Exhibit A hereto, and each thereof; and all variations thereof, whether now or hereafter existing and whether now or hereafter existing and whether designated as a trade name, trademark or service mark, all modifications thereto, all applications therefore, if any, all proceeds thereof (including license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto, and the good will of each business to which they relate.

1.3. "Credit Agreements" means, collectively, the Revolving Credit and Security Agreement dated June 30, 2000 among Pledgor, Suburban Manufacturing Company, Agent and the Lenders thereunder, as amended, pursuant to which Agent and the Lenders have established revolving credit and term loan facilities, together with every future supplement or other amendment, if any, to that agreement.

1.4. "Event of Default" means an "Event of Default" (as defined in the Credit Agreement) or a breach of or default under this Agreement.

1.5. "Pledgor" means Airxcel, Inc.

1.6. Capitalized terms used in this Security Agreement without definition have the meanings ascribed to such terms in the Credit Agreements.

2. Pledgor requests that Lenders grant loans to Pledgor pursuant to the Credit Agreements and to grant such other financial accommodations to Pledgor as Pledgor may from time to time request and as Agent in each case may be willing to grant. In consideration thereof and for other valuable considerations, Pledgor hereby grants Agent a security interest in, and assigns and conveys to Agent, the Collateral as security for Pledgor's Obligations to Lenders.

3. Pledgor represents and warrants to Agent as follows:

3.1. Pledgor owns and holds the Collateral free from any equity, security interest, lien or restriction whatever and no one else (other than Agent by reason of this Security Agreement) has, or to Pledgor's knowledge claims to have, any right, title or interest of any kind in or to the Collateral.

3.2. The Collateral has not been adjudged invalid or unenforceable and, to the best of Pledgor's knowledge, the Collateral is valid and enforceable.

3.3. The security interest herein conferred upon Agent constitutes the first and paramount lien upon the Collateral and no claim has been made that the use of any of the trademarks does or may violate the rights of any third person.

3.4. Pledgor has used proper statutory notice in connection with its use of the Collateral and has used consistent standards of quality in its manufacture and/or distribution or other treatment of products sold relating to or under the Collateral.

4. Pledgor has and will substantially comply with all trademark requirements specified by 15 U.S.C. §1111. Pledgor covenants and agrees with Agent to use proper statutory notice in connection with the Collateral and to use consistent standards of quality in its manufacture and/or distribution or other treatment of products, and commensurate with acceptable industry standards, sold under or relating to the Collateral. Pledgor grants to Agent and its employees and agents the right to inspect Pledgor's plants and facilities which manufacture, to inspect or store products sold under, relating to or under any Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Pledgor shall do any and all acts required by Agent to ensure Pledgor's compliance with the foregoing.

5. Unless and until there shall occur an Event of Default, Agent hereby grants to Pledgor the exclusive, nontransferable right and license to use the Collateral on and in connection with products manufactured and/or distributed by or in connection with products sold by Pledgor, for Pledgor's benefit and account and for none other. Pledgor shall not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, the license granted to Pledgor hereunder, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Pledgor will indemnify Agent and hold it harmless against third parties for any cause of action, loss, liability, or expense arising from or relating to the Collateral.

7. Pledgor irrevocably authorizes and empowers Agent, upon an Event of Default, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent, upon an Event of Default, may immediately sell at public or private sale in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, or any interest which the Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least five (5) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is waived and released.

8. At such time as Pledgor shall completely pay all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and expenses incurred in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations.

10. Pledgor shall have the duty to exercise good business judgment in all decisions relating to the Collateral, including the prosecution of any Collateral applications of the Collateral pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, the making of federal application on registerable but unregistered Collateral, the filing and prosecuting of opposition and cancellation proceedings, the filing of renewals, and in taking any and all other acts which are necessary or desirable to preserve, maintain and manage all rights in the Collateral. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. The Pledgor shall not abandon any Collateral without the consent of the Agent, which consent shall not be unreasonably withheld.

11. Pledgor shall have the right, with the prior written notice to Agent, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney's fees, incurred by Agent in the fulfillment of the provisions of this section.

12. Upon an Event of Default, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Pledgor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Pledgor fails to comply with any of its obligations hereunder, Agent may do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Pledgor will execute any agreements deemed reasonably necessary by Agent to secure or perfect Agent's claim to or interest in the Collateral, in whole or part.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. The rights and remedies specified or referred to in this Agreement are in addition to any other rights and remedies that Agent or Pledgor may otherwise have or acquire by operation of law, by other contract or otherwise. The provisions of this Agreement, and the respective rights and duties of Pledgor and Agent hereunder, shall be interpreted and determined in accordance with Ohio law, without regard to principles of conflict of laws. If at any time one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. PLEDGOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN AGENT AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY PLEDGOR TO AGENT OR LENDERS.

Executed and delivered at Cleveland, Ohio as of the 16 day of September, 2004.


AIRXCEL, INC.

By:

Name:

Title:

Address:

  
Richard V. Schreck  
CFD Secretary

**EXHIBIT A**

<b><u>Trademark</u></b>	<b><u>Trademark No.</u></b>
AIRXCEL	2,462,365
CHILLGRILLE	2,437,548
CLASSAIRE & Design	2,030,316
COMPAC	2,669,045
DESIGN (a/c shroud)	2,577,012
DESIGN (a/c shroud)	2,590,210
DESIGN (a/c/ shroud)	2,629,646
GREENWHEEL	2,666,481
HP2	2,422,504
MACH	1,147,999
MACHI P.S.	2,307,011
MACH 1 PLUS	2,310,505
MACH 15	2,247,507
MACH 3 P.S.	2,307,012
MACH 3 PLUS	2,307,010
MARVAIR	2,728,803
MINI MACH	2,367,462
PARK PAC	2,437,016
ROUGHNECK	2,238,730
SEA MACH	2,322,957
SUPER MACH	2,369,805
TWO TON PLUS	2,260,716
TWO TON PLUS HP	2,330,808