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
Goodman Manufacturing Company, L.P.		12/23/2004	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	76544877	A+ DEALER
Serial Number:	78357424	COMPCARE
Serial Number:	78307959	FLAGSHIP SERIES
Registration Number:	1739647	GMC
Registration Number:	1371182	GMC
Registration Number:	2386081	GOODCARE
Registration Number:	1994515	GOODMAN
Registration Number:	2221340	GOODMAN
Registration Number:	2265506	GOODMAN DESERT SERIES
Serial Number:	78307949	GOODMAN FLAGSHIP SERIES
Serial Number:	76538293	GOODMAN GOLD
Registration Number:	2331949	GOODPARTS & MORE
Registration Number:	643601	JANITROL
Registration Number:	2181739	JANITROL

OP $440.00 76544877

Serial Number:	76546003	LIBERTY
Serial Number:	78345212	LIFETIME AIR CONDITIONING AND HEATING EQUIPMENT
Serial Number:	76555646	THANK GOODNESS FOR GOODMAN

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	01/21/2005

Total Attachments: 26

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 23, 2004 is made by GOODMAN GLOBAL, INC., a Delaware corporation ("Holdings"), GOODMAN GLOBAL HOLDINGS, INC., a Delaware corporation (the "Borrower"), each Subsidiary of Holdings identified herein as a party (each a "Subsidiary Party") (collectively the "Pledgors"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 23, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Pledgors, GOODMAN GLOBAL HOLDINGS, INC., a Delaware corporation ("Holdings"), the Lenders, the Administrative Agent, UBS SECURITIES LLC, as Syndication Agent, and CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands branch, as Documentation Agent, J.P. MORGAN SECURITIES INC. and UBS SECURITIES LLC, as Joint Lead Arrangers. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Pledgors have executed and delivered a Guarantee and Collateral Agreement, dated as of December 23, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Pledgors pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Pledgors agree, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Pledgors hereby pledge and grant a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assign, transfer and convey, the Trademarks that such Pledgors now have or at any time in the future may acquire (including, without limitation, those items listed on Schedule A hereto), as collateral security, to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Pledgors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent and the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Pledgors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GOODMAN GLOBAL, INC.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN GLOBAL HOLDINGS, INC.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN APPLIANCE HOLDING COMPANY

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN CANADA, L.L.C.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + General Counsel

GOODMAN COMPANY, L.P.

By: GOODMAN HOLDING COMPANY, its General Partner

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN DISTRIBUTION, INC.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec + Gen. Counsel

GOODMAN HOLDING COMPANY

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN HOLDING COMPANY, L.L.C.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

TRADEMARK
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GOODMAN II HOLDINGS COMPANY, L.L.C.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN MANUFACTURING COMPANY, L.P.

By: GOODMAN HOLDING COMPANY, its General Partner

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN MANUFACTURING I LLC

By: GOODMAN GLOBAL HOLDINGS, INC., its Sole Member

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN MANUFACTURING II LLC

By: GOODMAN GLOBAL HOLDINGS, INC., its Sole Member

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

GOODMAN SALES COMPANY

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsel

TRADEMARK
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NITEK ACQUISITION COMPANY, L.P.

By: GOODMAN HOLDING COMPANY, its General Partner

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen. Counsell

PIONEER METALS INC.

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen Counsel

QUIETFLEX HOLDING COMPANY

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen Counsel

QUIETFLEX MANUFACTURING COMPANY, L.P.

By: QUIETFLEX HOLDING COMPANY, its General Partner

By: _____
Name: Ben D. Campbell
Title: EVP, Sec. + Gen Consel

TRADEMARK
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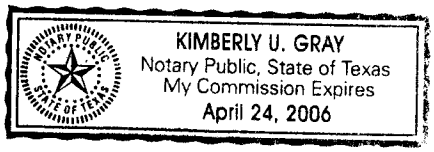
STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December, 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec. & Gen. Counsel of GOODMAN GLOBAL, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec & Gen. Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Kimberly U. Gray
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December, 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec. + Gen. Counsel of GOODMAN GLOBAL HOLDINGS, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec. + Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KIMBERLY U. GRAY
Notary Public, State of Texas
My Commission Expires
April 24, 2006

Kimberly U. Gray
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec. + Gen. Counsel of GOODMAN APPLIANCE HOLDING COMPANY, a Texas corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec + Gen. Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KIMBERLY U. GRAY
Notary Public, State of Texas
My Commission Expires
April 24, 2006

Kimberly U. Gray
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec + Gen. Counsel of GOODMAN CANADA, L.L.C., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec + Gen. Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KIMBERLY U. GRAY
Notary Public, State of Texas
My Commission Expires
April 24, 2006

Kimberly U. Gray
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec. & Gen. Counsel of GOODMAN HOLDING COMPANY, a Texas corporation, the general partner of GOODMAN COMPANY, L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that she/he is the EVP, Sec. & Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

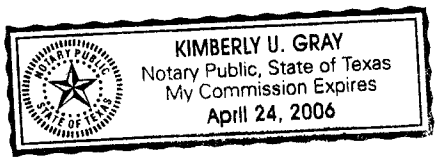
KIMBERLY U. GRAY
Notary Public, State of Texas
My Commission Expires
April 24, 2006

Kimberly U. Gray
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec + Gen. Counsel of GOODMAN DISTRIBUTION, INC., a Texas corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec + Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Kimberly U. Gray
Notary Public

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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

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Kimberly U. Gray
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(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Gen Counsel + Sec of GOODMAN HOLDING COMPANY, L.L.C., a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the EVP, Gen. Counsel + Sec. in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KIMBERLY U. GRAY
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My Commission Expires
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Kimberly U. Gray
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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec. + Gen. Counsel of GOODMAN II HOLDINGS COMPANY, L.L.C., a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the EVP, Sec. + Gen. Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KIMBERLY U. GRAY
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My Commission Expires
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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Gen Counsel + Sec of GOODMAN HOLDING COMPANY, a Texas corporation, the general partner of GOODMAN MANUFACTURING COMPANY, L.P., a Texas limited partnership; who, being duly sworn, did depose and say that she/he is the EVP, Gen. Counsel + Sec. in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

KIMBERLY U. GRAY
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My Commission Expires
April 24, 2006

Kimberly U. Gray
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(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec & Gen Counsel of GOODMAN GLOBAL HOLDINGS, INC., a Delaware corporation, the sole member of GOODMAN MANUFACTURING I LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the EVP, Sec + Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

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COUNTY OF HARRIS)

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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP Gen Counsel + Sec. of GOODMAN SALES COMPANY, a Texas corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec + Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec + Gen Counsel of GOODMAN HOLDING COMPANY, a Texas corporation, the general partner of NITEK ACQUISITION COMPANY, L.P., a Texas limited partnership; who, being duly sworn, did depose and say that she/he is the EVP, Sec + Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Sec. + Gen Counsel of PIONEER METALS INC., a Florida corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec. + Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

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My Commission Expires
April 24, 2006

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STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On the 23rd day of December 2004, before me personally came Ben D. Campbell, who is personally known to me to be the EVP, Gen Counsel & Sec. of QUIETFLEX HOLDING COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the EVP, Sec & Gen Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

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April 24, 2006

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April 24, 2006

Kimberly U. Gray
Notary Public

(PLACE STAMP AND SEAL ABOVE)

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name: ROBERT L. MENDOZA
Title: VICE PRESIDENT

509265-1086-02468-PaloAlto.2072596.1

SCHEDULE A

U.S. Trademarks

Trademarks:

Country	Trademark or Service Mark	Application No.	Registration No.	Expiration Date*	Owner
United States	COMFORT ZONE	76/533,400		None	Goodman Company, L.P.
United States	COMFORT. QUALITY.TRUST	76/372,762	2,744,479	7/29/2009	Goodman Company, L.P.
United States	DIGISMART	78/391,296		None	Goodman Company, L.P.
United States	JANITROL	74/522,788	2,057,760	4/29/2007	Goodman Company, L.P.
United States	LASTS AND LASTS AND LASTS	76/538,294		None	Goodman Company, L.P.
United States	MILLION-AIR	78/413,428		None	Goodman Company, L.P.
United States	PRESTIGE	76/531,757		None	Goodman Company, L.P.
United States	SURESTART	78/413,436		None	Goodman Company, L.P.
United States	TEMPASSURE	76/409,694		None	Goodman Company, L.P.
United States	ULTRON	76/380,228	2,654,415	11/26/2008	Goodman Company, L.P.
United States	A+ DEALER (SM)	76/544,877		None	Goodman Manufacturing Company, L.P.
United States	COMPCARE (SM)	78/357,424		None	Goodman Manufacturing Company, L.P
United States	FLAGSHIP SERIES	78/307,959		None	Goodman Manufacturing Company, L.P
United States	GMC and design	74/132,456	1,739,647	12/15/2012	Goodman Manufacturing Company, L.P
United States	GMC and design (white letters in black background)	73/522,593	1,371,182	11/19/2005	Goodman Manufacturing Company, L.P
United States	GOODCARE (SM)	75/421,486	2,386,081	9/12/2006	Goodman Manufacturing Company, L.P
United States	GOODMAN	74/596,218	1,994,515	8/20/2006	Goodman Manufacturing Company, L.P
United States	GOODMAN and design	75/335,560	2,221,340	2/2/2005	Goodman Manufacturing Company, L.P
United States	GOODMAN DESERT SERIES	75/329,279	2,265,506	7/27/2005	Goodman Manufacturing Company, L.P
United States	GOODMAN FLAGSHIP SERIES	78/307,949		None	Goodman Manufacturing Company, L.P
United States	GOODMAN GOLD	76/538,293		None	Goodman Manufacturing Company, L.P
United States	GOODPARTS & MORE (SM)	75/635,036	2,331,949	3/21/2006	Goodman Manufacturing Company, L.P

United States	JANITROL	72/014,178	643,601	4/2/2007	Goodman Manufacturing Company, L.P
United States	JANITROL	75/125,392	2,181,739	8/18/2008	Goodman Manufacturing Company, L.P
United States	LIBERTY	76/546,003		None	Goodman Manufacturing Company, L.P
United States	LIFETIME AIR CONDITIONING AND HEATING EQUIPMENT & design	78/345,212		None	Goodman Manufacturing Company, L.P
United States	THANK GOODNESS FOR GOODMAN	76/555,646		None	Goodman Manufacturing Company, L.P
United States	QUIETFLEX	75/165,850	2,065,289	5/27/2007	Quietflex Manufacturing Company, L.P.
United States	QUIETFLEX and design	78/416,273		None	Quietflex Manufacturing Company, L.P.
United States	TEXTUF	75/502,319	2,356,065	6/6/2006	Quietflex Manufacturing Company, L.P.
United States	THE BACKSAVER	75/582,334	2,598,328	7/23/2008	Quietflex Manufacturing Company, L.P.

* Registered trademarks or service marks will expire if not maintained. Trademark or service mark applications do not expire, but Applicant must file a response to any notice from the U.S. Patent and Trademark Office or the application will become abandoned.

Trademark Licenses:

- Trademark License Agreement, dated July 31, 2001, by and between Maytag Worldwide N.V. and Goodman Global Holdings, Inc.; Amendment to Trademark License Agreement, dated November 15, 2002, between Maytag Worldwide N.V. and Goodman Global Holdings, Inc.

- Trademark and Service Mark License Agreement, dated July 2004 by and among Home Depot U.S.A., Inc., Homer TLC, Inc. and Goodman Manufacturing Company, L.P. (attached as Exhibit C to Strategic Relationship Agreement between Goodman Manufacturing Company, L.P. and Home Depot U.S.A., Inc.)