

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amana Appliance Company, L.P.		07/30/2001	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Maytag Corporation
Street Address:	403 West Fourth Street North
City:	Newton
State/Country:	IOWA
Postal Code:	50208
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2342123	AMANA WAVE OVEN
Registration Number:	0889068	AMANA
Registration Number:	0715075	AMANA
Registration Number:	1884607	AMANA
Registration Number:	1299920	AMANA
Registration Number:	1360401	AMANA
Registration Number:	0605819	AMANA

CORRESPONDENCE DATA

Fax Number: (330)497-5004
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 330-499-9200 x2966
 Email: Tkings@maytag.com
 Correspondent Name: Thomas R. Kingsbury
 Address Line 1: 101 East Maple Street

CH \$190.00 2342123

Address Line 4: North Canton, OHIO 44720

NAME OF SUBMITTER: Thomas R. Kingsbury

Signature: /Thomas R. Kingsbury/

Date: 04/29/2005

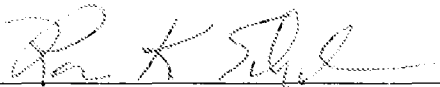
Total Attachments: 11

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STATE OF IOWA)
)
COUNTY OF JASPER)

I, ROGER K. SCHOLTEN, hereby attest that the attached Annex C-2 Intellectual Property is one of the annexes described in the Amendment No. 1 to Asset Purchase Agreement and therefore is attached to the Purchase Agreement as described in the Amendment No. 1 to Asset Purchase Agreement, and assignment to Maytag Corporation.

Dated: December 22, 2004.

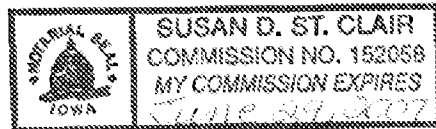


Roger K. Scholten,
Senior Vice President, General Counsel
& Assistant Secretary
Maytag Corporation

SUBSCRIBED AND SWORN TO before me this 22ND day of December, 2004.



Susan St. Clair, Notary Public
Commission No. 152058
State of Iowa
Expiration: June 29, 2007



AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

Reference is made to the Asset Purchase Agreement dated as of June 4, 2001 (the "Asset Purchase Agreement") by and among Amana Appliance Company, L.P., a Texas limited partnership ("Seller"), Goodman Global Holdings, Inc., a Texas corporation ("Global"), Maytag Corporation, a Delaware corporation ("Buyer"), and Maytag Worldwide N.V., a Netherlands Antilles corporation ("Maytag Worldwide"). Capitalized terms used but not defined herein have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Seller, Buyer, Global and Maytag Worldwide desire to amend the Asset Purchase Agreement and set forth certain other agreements and understandings and desire that, except as set forth herein, the Asset Purchase Agreement shall remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of what are hereby acknowledged, the undersigned hereby agree to amend the Asset Purchase Agreement and otherwise agree as follows:

1. Article I is hereby amended as follows:

(a) The definition of "Closing Date Pro Forma Balance Sheet" is amended by adding the following language at the end of such definition:

"and except that the Closing Date Pro Forma Balance Sheet shall include a reserve of \$5,200,000 for potential liabilities, costs and expenses related to the Schedule 3.24 Issues."

(b) The definition of "Product Warranty Claims" is amended by adding the following language at the end of such definition:

"or otherwise reflected in the Closing Date Pro Forma Balance Sheet."

(c) The following defined terms are added thereto:

"Schedule 3.24 Expenses" has the meaning specified in Section 5.22."

"Schedule 3.24 Issues" has the meaning specified in Section 3.24 of the Disclosure Schedule."

2. The Disclosure Schedule is amended and restated, effective as of June 4, 2001, to read as set forth in Annex I hereto. The annexes attached to the original Disclosure Schedule that was delivered by the undersigned at the time of the execution of the Asset Purchase Agreement shall be deemed to be attached to Annex I for all purposes, except in the cases of Annexes A-1, A-2, A-3 and N, which shall be replaced in their entirety by the comparably denominated annexes appended to Annex I hereto.

3. Buyer agrees to pay, on behalf of Seller, certain retention and transaction-related bonuses and other amounts (and related employment and withholding taxes and other deductions) to such former employees of Seller, and in such amounts, as may be specified in a schedule or schedules to be delivered by Seller to Buyer within 30 days after the Closing Date. The total amount of such payments (including related employment and withholding taxes and other deductions) shall be set forth as a liability on the Closing Date Pro Forma Balance Sheet.

4. Article V is hereby amended by adding the following section:

5.22 Schedule 3.24 Issues. (a) Seller agrees to cooperate with Buyer in addressing the Schedule 3.24 Issues and to furnish without charge to Buyer such engineering and other assistance as Buyer may reasonably request in connection therewith. Buyer agrees to consult with Seller regarding actions taken by Buyer after the Closing to address the Schedule 3.24 Issues, it being understood that all decisions with respect thereto, including decisions with respect to notifications to and negotiations with governmental and regulatory agencies and any proposed action to recall or repair affected products, shall be made by Buyer in its commercially reasonable discretion; provided that Buyer agrees to promptly provide to the Consumer Product Safety Commission a full report of the facts previously disclosed by Seller regarding the Schedule 3.24 Issues and to seek "fast-track" treatment of any actions related thereto.

(b) Seller agrees to reimburse Buyer for 50% of all costs, expenses, losses, liabilities and other damages incurred by Buyer and its Affiliates in connection with Buyer's addressing of the Schedule 3.24 Issues ("Schedule 3.24 Expenses"), but only to the extent that the total amount of Schedule 3.24 Expenses exceeds \$10,400,000. Schedule 3.24 Expenses shall include all costs (including direct labor costs for Buyer personnel), expenses, losses, liabilities and other damages incurred by Buyer and its Affiliates in connection with (i) notification of customers, consumers and governmental and regulatory agencies, (ii) negotiations with or proceedings instituted by any governmental or regulatory agencies, (iii) any repair or return of recalled products and any replacement products or parts that may be installed, (iv) engineering modifications to the product and production facilities and (v) Product Warranty Claims and Product Liability Claims that may be related to the Schedule 3.24 Issues.

(c) Within 45 days after the end of each calendar quarter in which Schedule 3.24 Expenses are incurred by Buyer and its Affiliates, Buyer will furnish to Seller a statement setting forth in reasonable detail the Schedule 3.24 Expenses incurred in such period, together with reasonable documentation supporting such Schedule 3.24 Expenses, and a calculation of the amount, if any, owed to Buyer under this Section 5.22. All amounts owed under this Section 5.22 shall be paid by Seller within 30 days after receipt of the applicable statement. Buyer will give Seller and its counsel, accountants and other representatives full and free access, during normal

business hours and upon the giving of reasonable prior notice, to its books and records relating to such Schedule 3.24 Expenses, and to its employees, accountants, counsel and other representatives, all without charge to the Seller, except for reimbursement of reasonable out-of-pocket expenses.

(d) Notwithstanding anything in Section 7.2(f)(iii) to the contrary, the liability of Seller Group under Section 7.2(a)(i) for any breach of this Section 5.22 shall not take into account any Tax benefit inuring to the Buyer in connection with the payment of any Schedule 3.24 Expenses.

(e) For the avoidance of doubt, the monetary limitations set forth in Sections 7.2(f)(i) and the time limitations set forth in Section 7.2(g)(ii) shall not apply to any indemnification for breach by Seller of its obligations under Section 5.22.

5. Section 7.2(b)(ii)(E) is hereby amended and restated to read as follows:

“(E) except as provided in Sections 5.22 and 7.2(a)(ii)(E), any Product Liability Claims or Schedule 3.24 Expenses relating to products of the Business that were manufactured or purchased by Seller or its predecessors on or prior to the Closing Date, other than Product Liability Claims relating to products manufactured at any facility previously operated by Former Owner or any of its Affiliates or predecessors and that is not included in the Purchased Assets; and”

6. The introductory clause in Section 7.2(b)(ii)(F) is hereby amended to read as follows:

“except as set forth in Sections 5.22 and 7.2(a)(ii)(E).”

7. Section 7.2(g)(ii) is hereby amended by replacing the reference to “Section 7.2(a)” to “Section 7.1”.

8. The defense of any Third Party Claim relating to the Schedule 3.24 Issues shall be governed by Section 7.2(c)(iii).

9. Buyer hereby acknowledges that nothing in Section 5.13(a)(i) will affect Buyer's obligation under the second sentence of Section 5.13(c)(i).

10. The undersigned agree that the Estimated Change in Working Capital is \$5,237,000.

11. The undersigned agree that attached hereto as Annex II is the Allocation Schedule.

12. Notwithstanding any other provision of the Asset Purchase Agreement to the contrary, the undersigned agree that all encumbrances reflected in the title commitments

incorporated as Annexes A-1, A-2 and A-3 to the amended and restated Disclosure Schedule attached hereto as Annex I shall constitute Permitted Encumbrances.

13. Schedule 6.2(f) is amended by adding the following to the list of Necessary Consents, for purposes of Article VII:

“Environmental Permit No. 1152-AOP-R1 issued by the Air Division of the Arkansas Department of Environmental Quality and Permit No. 1363301 issued by the Searcy Water and Sewer System.”

14. This Amendment No. 1 may be executed in counterparts, all of which shall be considered one and the same agreement.


IN WITNESS WHEREOF, this Amendment No. 1 has been executed and delivered by or on behalf of the parties as of this 30th day of July, 2001.

AMANA APPLIANCE COMPANY, L.P.

By: Amana Holding Company,
its sole general partner

By: 
Name: Ben D. Campbell
Title: Executive Vice President

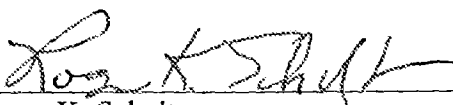
GOODMAN GLOBAL HOLDINGS, INC.

By: 
Name: Ben D. Campbell
Title: Executive Vice President

MAYTAG CORPORATION

By: 
Name: Roger K. Scholten
Title: Senior Vice President

MAYTAG WORLDWIDE N.V.

By: 
Name: Roger K. Scholten
Title: Director

ANNEX C-2

INTELLECTUAL PROPERTY

AMANA COMPANY, L.P.

Trademark Report by Mark

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AIR COMMAND							
UNITED STATES	03261.000021	6/30/1997	75/316,702	7/13/1999	2,260,302	REGISTERED	11
UNITED STATES	03261.000065	8/17/1972	72/433,025	12/4/1973	974,356	REGISTERED	34
AMANA							
CANADA	03261.000229CAN	3/16/2000	1050970			PENDING	09
IOWA	03261.000080			8/25/1992	4139	REGISTERED	21
IOWA	03261.000081			8/25/1982	4140	REGISTERED	34
IOWA	03261.000085			2/22/1984	5012	REGISTERED	31
IOWA	03261.000086			2/2/1984	5112	REGISTERED	34
UNITED STATES	03261.000052	5/1/1953	71/646,253	3/16/1954	587,025	REGISTERED	31
							07
UNITED STATES	03261.000053	4/2/1954	71/663,761	5/10/1955	605,819	REGISTERED	11
UNITED STATES	03261.000054	8/19/1960	102,935	5/9/1961	715,075	REGISTERED	11
UNITED STATES	03261.000064	10/9/1968	72/309,216	4/7/1970	889,068	REGISTERED	11
UNITED STATES	03261.000082	9/27/1982	389,542	4/3/1984	1,272,405	REGISTERED	07
UNITED STATES	03261.000083	10/29/1982	393,592	1/24/1984	1,265,283	REGISTERED	41
UNITED STATES	03261.000084	11/26/1982	404,025	10/9/1984	1,299,920	REGISTERED	41
UNITED STATES	03261.000087	3/28/1985	529,382	9/17/1985	1,360,401	REGISTERED	11
UNITED STATES	03261.000219	2/18/1994	74/491,697	3/21/1995	1,884,607	REGISTERED	07
AMANA BUILT BETTER THAN IT HAS TO BE							
UNITED STATES	03261.000242	2/24/1999	75/647,141			ALLOWED	11
UNITED STATES	03261.000241	2/24/1999	75/647,140			ALLOWED	07
AMANA DISTINCTIONS							
UNITED STATES	03261.000265	5/8/2000	76/043,118	4/10/2001	2,442,795	REGISTERED	07
UNITED STATES	03261.000277	3/23/2001	76/230,516			PENDING	11
UNITED STATES	03261.000278	3/23/2001	76/230,515			PENDING	07
AMANA WAVE OVEN							
UNITED STATES	03261.000029	8/12/1997	75/339,955	4/18/2000	2,342,123	REGISTERED	11
Bird Head design							
IOWA	03261.000000			8/25/1982	4136	REGISTERED	35,41

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BUILT BETTER THAN IT HAS TO BE							
UNITED STATES	03261.000244	2/5/1999	75/647,755			ALLOWED	11
UNITED STATES	03261.000243	2/25/1999	75/648,674	10/24/2000	2,398,649	REGISTERED	007
CALORIC							
UNITED STATES	03261.000058	8/8/1962	72/150,758	9/24/1963	757,341	REGISTERED	34
UNITED STATES	03261.000059	8/18/1964	200,068	4/20/1965	788,510	REGISTERED	34
UNITED STATES	03261.000060	3/7/1966	240,258	4/25/1967	827,817	REGISTERED	21
UNITED STATES	03261.000066	2/2/1973	72/447,643	9/3/1974	992,527	REGISTERED	34
CLEAN 'N CLEAR							
UNITED STATES	03261.000134	12/11/1998	75/603,595	4/4/2000	2,339,389	REGISTERED	11
COOK-'N-CLEAN CENTER							
UNITED STATES	03261.000076	2/6/1967	264,078	5/27/1969	870,266	REGISTERED	
COOKMATIC							
UNITED STATES	03261.000088	8/24/1987	680,423	5/31/1988	1,490,062	REGISTERED	
COOKPRO							
UNITED STATES	03261.000267					PROPOSED	
DEEFPREEZE							
UNITED STATES	03261.000055	10/24/1940	71/437,250	9/16/1941	390,264	REGISTERED	31
DEFROST II							
UNITED STATES	03261.000249	11/19/1979	73/239,837	6/30/1981	1,159,044	NOT TO BE RENEWED	11
GLENWOOD							
UNITED STATES	03261.000102	5/1/1905	71/003,883	10/31/1905	47,409	REGISTERED	
HI EFFICIENCY and design							
UNITED STATES	03261.000099	8/22/1977	73/138,345	6/20/1978	1,093,700	REGISTERED	
INFRA-RAY							
UNITED STATES	03261.000073	12/28/1959	72/088,100	8/1/1961	719,431	NOT TO BE RENEWED	11
MENUMASTER							
UNITED STATES	03261.000090	5/9/1994	74/521,556	5/16/1995	1,894,035	REGISTERED	
MODERN MAID							
UNITED STATES	03261.000069	2/8/1927	71/244,033	6/14/1927	228,896	REGISTERED	34
UNITED STATES	03261.000070	7/25/1957	72/034,381	8/19/1958	665,968	REGISTERED	21
UNITED STATES	03261.000074	7/17/1961	124,142	5/15/1962	731,556	REGISTERED	34

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PERMA CLEAN							
UNITED STATES	03261.000077	6/18/1968	300,722	8/12/1969	874,700	REGISTERED	
PERMACOIL							
UNITED STATES	03261.000075	6/29/1964	196,739	4/27/1965	788,686	REGISTERED	
RADAR LINE							
UNITED STATES	03261.000067	10/15/1973	73/003,658	1/14/1975	1,001,496	REGISTERED	
RADARANGE							
UNITED STATES	03261.000092	7/5/1947	528,518	5/11/1948	500,190	REGISTERED	
UNITED STATES	03261.000097	11/12/1976	106,416	11/29/1977	1,078,327	REGISTERED	11
RADARANGE PLUS							
UNITED STATES	03261.000101	1/30/1980	248,136	7/14/1981	1,160,838	NOT TO BE RENEWED	
ROTAWAVE							
UNITED STATES	03261.000100	3/22/1979	208,350	5/19/1981	1,154,799	REGISTERED	11
SOFSOUND							
UNITED STATES	03261.000268	9/8/2000	76/125,383			PENDING	07
SPECIAL EDITION							
UNITED STATES	03261.000254	8/27/1999	75/787,864	1/9/2001	2,420,282	REGISTERED	11
UNITED STATES	03261.000255	4/24/2001	76/245,786			PENDING	11
UNITED STATES	03261.000279	4/24/2001	76/245,929			PENDING	07
SPRINT SERVICE and (bird head) design							
UNITED STATES	03261.000079	11/13/1978	192,824	6/2/1981	1,156,657	NOT TO BE RENEWED	
STEAMER EXPRESS							
UNITED STATES	03261.000275	3/23/2001	76/230,517			PENDING	11
STOR-MOR							
UNITED STATES	03261.000057	1/26/1961	112,515	10/31/1961	723,308	REGISTERED	31
SUNRAY							
UNITED STATES	03261.000103	3/26/1923	71/178,071	8/7/1923	171,478	REGISTERED	34
TEMP ASSURE							
UNITED STATES	03261.000253	9/7/1999	75/793,068	7/18/2000	2,368,727	REGISTERED	
TOUCHMATIC							
UNITED STATES	03261.000068	6/7/1982	368,196	6/7/1983	1,241,071	REGISTERED	11

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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ULTRA-CLEAN

UNITED STATES	03261.000063	6/19/1968	300,775	12/24/1968	862,411	REGISTERED	
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ULTRA-RAY

UNITED STATES	03261.000061	5/1/1961	119,676	7/24/1962	734,910	REGISTERED	
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VARI-POWER

UNITED STATES	03261.000091	9/15/1976	73/099,933	8/23/1977	1,071,820	REGISTERED	
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WAVELINK

UNITED STATES	03261.000245	2/24/1999	75/647,142	8/8/2000	2,376,151	REGISTERED	16
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WORLD CLASS SERVICE and world design

UNITED STATES	03261.000266	10/9/2000	76/143,964			PENDING	37
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UNITED STATES	03261.000269	10/9/2000	76/143,965			PENDING	41
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ZAPSTER

UNITED STATES	03261.000276	3/23/2001	76/230,511			PENDING	11
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END OF REPORT

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