

**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.		02/13/2008	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	c/o GE Commercial Finance, 299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3002820	COMPCARE
Registration Number:	1739647	GMC
Registration Number:	2386081	GOODCARE
Registration Number:	1994515	GOODMAN
Registration Number:	2221340	GOODMAN
Registration Number:	2181739	JANITROL
Registration Number:	3280288	THANK GOODNESS FOR GOODMAN
Serial Number:	78866202	GOODPARTS
Serial Number:	77221896	A PLUS DEALER
Serial Number:	78345212	LIFETIME AIR CONDITIONING AND HEATING EQUIPMENT
Serial Number:	78681782	TUFFTUBE

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

**900102673**

**TRADEMARK  
 REEL: 003747 FRAME: 0519**

**CH \$290.00 3002820**

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

Phone: 212-310-8055  
Email: trademark@weil.com  
Correspondent Name: Barbara Vining  
Address Line 1: Weil, Gotshal & Manges LLP, 767 5th Ave.  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47980-0094
NAME OF SUBMITTER:	Barbara Vining
Signature:	/Barbara Vining/
Date:	03/27/2008

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of February 13, 2008, among the Person listed on the signature pages hereof (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Term Loan Security Agreement, dated as of February 13, 2008 (the "Term Loan Security Agreement"), among CHILL INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), CHILL ACQUISITION, INC., a Delaware corporation (which on the Closing Date shall be merged with and into GOODMAN GLOBAL, INC., a Delaware corporation, with GOODMAN GLOBAL, INC. surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Term Loan Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Term Loan Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Term Loan Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Term Loan Security Agreement.

Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Term Loan Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Term Loan Security Agreement, the terms of the Term Loan Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tiff"), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Term Loan Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

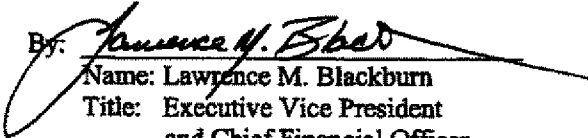
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 12.2 of the Term Loan Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 12.2 of the Term Loan Credit Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

GOODMAN MANUFACTURING COMPANY,  
L.P., as Grantor,

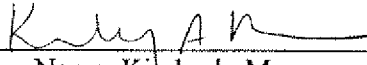
By: GOODMAN HOLDING COMPANY,  
its general partner,

By:   
Name: Lawrence M. Blackburn  
Title: Executive Vice President  
and Chief Financial Officer

[Signature Page to Goodman Manufacturing Company, L.P. Trademark IP Security Agreement (Term Loan)]

TRADEMARK  
REEL: 003747 FRAME: 0523

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Collateral Agent

By:   
Name: Kimberly Massa  
Title: Its duly authorized signatory

SCHEDULE A TO THE  
IP SECURITY AGREEMENT

UNITED STATES TRADEMARKS

*Registered Trademarks*

Registered Owner/Grantor	Title	Registration Number	Registration Date
Goodman Manufacturing Company, LP	ASURCARE (Florida)	T000000635	05/31/2000
Goodman Manufacturing Company, LP	COMPCARE	3,002,820	09/27/2005
Goodman Manufacturing Company, LP	GMC and design	1,739,647	12/15/1992
Goodman Manufacturing Company, LP	GOODCARE	2,386,081	09/12/2000
Goodman Manufacturing Company, LP	GOODMAN	1,994,515	11/06/1998
Goodman Manufacturing Company, LP	GOODMAN and Design	2,221,340	02/02/1999
Goodman Manufacturing Company, LP	JANITROL	2,181,739	08/18/1998
Goodman Manufacturing Company, LP	THANK GOODNESS FOR GOODMAN	3,280,288	08/14/2007

*Applications*

Current Applicant/Grantor	Title	Serial Number
Goodman Manufacturing Company, LP	GOODPARTS	78/866,202
Goodman Manufacturing Company, LP	A PLUS DEALER	77/221,896
Goodman Manufacturing Company, LP	LIFETIME	78/345,212
Goodman Manufacturing Company, LP	TUFFTUBE	78/681,782