

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quietflex Manufacturing Company, L.P.		02/13/2008	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	c/o GE Commercial Finance, 299 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2065289	QUIETFLEX	
Registration Number:	3130726	QUIETFLEX	
Registration Number:	2356065	TEXTUF	
Registration Number:	2598328	THE BACKSAVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-310-8055		
<b>Email:</b>	trademark@weil.com		
<b>Correspondent Name:</b>	Barbara Vining		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP, 767 5th Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	47660-3415		
<b>NAME OF SUBMITTER:</b>	Barbara Vining		

CH \$115.00 2065289

Signature:	/Barbara Vining/
Date:	03/27/2008
<b>Total Attachments: 5</b> source=QuietflexManufacturingCompanyLPtermLoan#page1.tif source=QuietflexManufacturingCompanyLPtermLoan#page2.tif source=QuietflexManufacturingCompanyLPtermLoan#page3.tif source=QuietflexManufacturingCompanyLPtermLoan#page4.tif source=QuietflexManufacturingCompanyLPtermLoan#page5.tif	

## 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. GOVERNIN G 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.

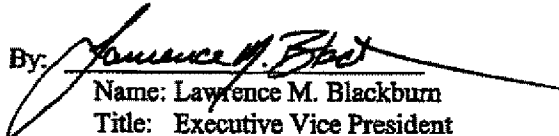
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 12.2 of the Term Loan Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 12.2 of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

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

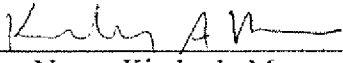
By: QUIETFLEX HOLDING COMPANY,  
its general partner,

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

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

TRADEMARK  
REEL: 003747 FRAME: 0615

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

<b>Registered Owner/Grantor</b>	<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
Quietflex Manufacturing Company, LP	QUIETFLEX	2,065,289	05/27/1997
Quietflex Manufacturing Company, LP	QUIETFLEX and Design	3,130,726	08/15/2006
Quietflex Manufacturing Company, LP	TEXTUF	2,356,065	06/06/2000
Quietflex Manufacturing Company, LP	THE BACKSAVER	2,598,328	07/23/2002

Applications

None.