

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
Quietflex 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: 4			
Property Type	Number	Word Mark	
Registration Number:	2065289	QUIETFLEX	
Registration Number:	3130726	QUIETFLEX	
Registration Number:	2356065	TEXTUF	
Registration Number:	2598328	THE BACKSAVER	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	47660-3415		
NAME OF SUBMITTER:	Barbara Vining		

CH \$115.00 2065289

Signature:	/Barbara Vining/
Date:	03/27/2008
Total Attachments: 5 source=GoodmanCompanyLPRevolving#page1.tif source=GoodmanCompanyLPRevolving#page2.tif source=GoodmanCompanyLPRevolving#page3.tif source=GoodmanCompanyLPRevolving#page4.tif source=GoodmanCompanyLPRevolving#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 Revolving Security Agreement, dated as of February 13, 2008 (the "Revolving 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 Revolving 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 Revolving Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Revolving 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 Revolving 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 Revolving 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 Revolving Security Agreement, the terms of the Revolving 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 Revolving 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 13.2 of the Revolving 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 13.2 of the Revolving 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 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 Company, L.P. Trademark IP Security Agreement (ABL)]

TRADEMARK
REEL: 003747 FRAME: 0622

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 Company, LP	COMFORT.QUALITY.TRUST	2,744,479	07/29/2003
Goodman Company, LP	MILLION – AIR	3,018,714	11/22/2005
Goodman Company, LP	TEMPASSURE	2,929,984	03/08/2005
Goodman Company, LP	ULTRON	2,654,415	11/26/2002
Goodman Company, LP	JANITROL	2,057,760	04/29/1997

Applications

Current Applicant/Grantor	Title	Serial Number
Goodman Company LP	COMFORT ZONE	76/533,400