

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Intellectual Property Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Airxcel, Inc.		06/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as collateral agent		
<b>Street Address:</b>	200 Bay Street		
<b>Internal Address:</b>	12th Floor, South Tower, Royal Bank Plaza		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	banking association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77585938	GREENCUBE	
<b>Serial Number:</b>	77652268	DYNAPACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	312-862-2000		
<b>Email:</b>	dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 North LaSalle		
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	35621-79 DRG		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$65.00 77585938

900137222

**TRADEMARK**  
**REEL: 004011 FRAME: 0408**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Donna Gasiorowski

Signature:

/Donna Gasiorowski/

Date:

06/25/2009

Total Attachments: 7

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EXECUTION COPY

**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated June 23, 2009, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of ROYAL BANK OF CANADA, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, Airxcel, Inc., as Borrower, AHI Holdings Inc., as Parent, and the Subsidiary Guarantors party thereto have entered into a First Lien Credit Agreement dated as of August 31, 2005, as amended by the Forbearance Agreement to the First Lien Credit Agreement (defined below) dated as of June 25, 2009 (the "*First Lien Credit Agreement*"), with Royal Bank of Canada, as Administrative Agent, Royal Bank of Canada, as Collateral Agent, and the Lenders party thereto. Terms defined in the First Lien Credit Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement.

WHEREAS, pursuant to the First Lien Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated August 31, 2005 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*First Lien Security Agreement*") and that certain Intellectual Property Security Agreement dated August 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the First Lien Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 following (the "*Additional Collateral*");

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

- (e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Notwithstanding the foregoing, "*Additional Collateral*" shall not include and the Grantors shall not be deemed to have granted a security interest in any property or agreement of such Grantor (A) to the extent (but only so long as) (x) the granting of a security interest thereunder is prohibited by any applicable law, (y) requires a consent not obtained of any Governmental Authority pursuant to any applicable law or (z) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease, license, agreement, lease, instrument or other document giving rise to such property, in each case solely to the extent that such breach or default is not rendered ineffective by the UCC or other applicable law or, in the case of any consent, such consent is actually required to grant such security interest under applicable law, or (B) any property subject to a Permitted Lien (other than the Liens in favor of the Collateral Agent) to the extent that the grant of such other Liens on such property (i) would result in a material breach or violation of, or constitute a material default under, the agreement or instrument governing such Permitted Lien, or (ii) would result in the actual loss of the use of such property.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interest granted to the First Lien Representative (as defined in the Intercreditor Agreement), for the benefit of the First Lien Secured Parties (as defined in the Intercreditor Agreement), pursuant to this Agreement and the exercise of any right or remedy by the First Lien Representative, for the benefit of the First Lien Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of August 31, 2005 (the "*Intercreditor Agreement*"), among the First Lien Agent, as First Lien Representative, the First

Lien Agent, as First Lien Representative, the Grantors party thereto and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AIRXCEL, INC.

By   
Name: Richard Schreck  
Title: Chief Financial Officer

Address for Notices:  
3050 North Saint Francis  
Wichita, KS 67219

Schedule A to the

**First Lien Intellectual Property Security Agreement Supplement**

**PATENTS**

Owned by Borrower unless otherwise provided.

**U.S. PATENTS**

<b>TITLE</b>	<b>PAT/SER NO</b>	<b>STATUS</b>
Ventilation System for Boats	61/096,582	Pending
	12/426,745	Pending/ Unpublished

**FOREIGN PATENTS/APPLICATIONS**

NONE.

**Schedule B to the**  
**First Lien Intellectual Property Security Agreement Supplement**

**TRADEMARKS**

Owned by Borrower unless otherwise provided.

**U.S. TRADEMARK APPLICATIONS/REGISTRATIONS**

MARK	REG NO	GOODS	STATUS
GREENCUBE	77/585,938	Energy Recovery Ventilators for HVAC Units	Pending ITU
DYNAPACK	77/652,268	Packaged air conditioner and gas heater for indoor wall-mounting	Pending ITU

**FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS**

NONE.



**Schedule C to the  
First Lien Intellectual Property Security Agreement Supplement**

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NONE.