

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goodman Manufacturing Company, L.P.		10/28/2010	LIMITED PARTNERSHIP: TEXAS
Goodman Company, L.P.		10/28/2010	LIMITED PARTNERSHIP: DELAWARE
Quietflex Manufacturing Company, L.P.		10/28/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	P.O. BOX 2558		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77252-2558		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
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:	3280288	THANK GOODNESS FOR GOODMAN	
Registration Number:	3018714	MILLION-AIR	
Registration Number:	2929984	TEMPASSURE	
Registration Number:	2065289	QUIETFLEX	
Registration Number:	3130726	QUIETFLEX	
Registration Number:	3388584	A PLUS DEALER	

OP \$615.00 3002820

900175507

TRADEMARK  
 REEL: 004308 FRAME: 0979

Registration Number:	3409545	LASTS AND LASTS AND LASTS
Registration Number:	3482029	DIGISMART
Registration Number:	3522512	COMFORT EXPRESS
Registration Number:	3573907	SURESTART
Registration Number:	3703977	DISTINCTIONS
Registration Number:	3778617	AMGFLEX
Serial Number:	77619425	GOODPARTS
Serial Number:	77537524	LIBERTY
Serial Number:	77594463	
Serial Number:	77846713	HPDFLEX
Serial Number:	85089632	SMARTSHIFT
Serial Number:	77952094	COMFORTNET
Serial Number:	77846728	Q

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36277
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/02/2010

#### Total Attachments: 7

source=36277#page1.tif

source=36277#page2.tif

source=36277#page3.tif

source=36277#page4.tif

source=36277#page5.tif

source=36277#page6.tif

source=36277#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of October 28, 2010, among each Person listed on the signature pages hereof (each a "Grantor"), and JPMORGAN CHASE BANK, N.A., 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 Second Lien Security Agreement, dated as of October 28, 2010 (the "Second Lien Security Agreement"), among CHILL INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), GOODMAN GLOBAL, INC., a Delaware corporation, (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 1.3, 1.4, 1.5, 1.6, 1.7 and 1.8 of the Second Lien 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 Second Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Second Lien 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 each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Second Lien 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 each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Second Lien Obligations and would be owed to the Collateral Agent or the Second Lien 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 such Grantor.

SECTION 3. Recordation. Each 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 Second Lien Security Agreement. Each 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 Second Lien 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 Second Lien Security Agreement, the terms of the Second Lien 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.**

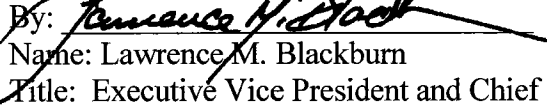
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second Lien 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 Second Lien Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 12.2 of the Second Lien Credit Agreement.

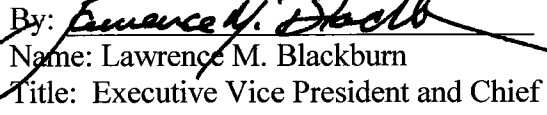
SECTION 9. Expenses. Each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

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

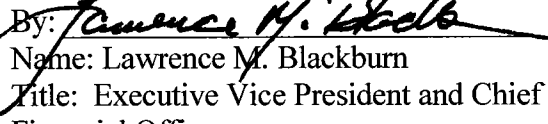
GOODMAN COMPANY, L.P.

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

GOODMAN MANUFACTURING COMPANY,  
L.P.

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

QUIETFLEX MANUFACTURING COMPANY,  
L.P.

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

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent,

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each 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.

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

GOODMAN MANUFACTURING COMPANY,  
L.P.

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

QUIETFLEX MANUFACTURING COMPANY,  
L.P.

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

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent,

By: Robert P. Kellas  
Name: Robert P. Kellas  
Title: Executive Director

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Registered Trademarks

Registered Owner/Grantor	Title	Registration Number	Registration Date
Goodman Manufacturing Company, L.P.	ASURECARE (Florida)	T000000635	05/31/2000
Goodman Manufacturing Company, L.P.	COMPCARE	3,002,820	09/27/2005
Goodman Manufacturing Company, L.P.	GMC and Design	1,739,647	12/15/1992
Goodman Manufacturing Company, L.P.	GOODCARE	2,386,081	09/12/2000
Goodman Manufacturing Company, L.P.	GOODMAN	1,994,515	11/06/1998
Goodman Manufacturing Company, L.P.	GOODMAN and Design	2,221,340	02/02/1999
Goodman Manufacturing Company, L.P.	THANK GOODNESS FOR GOODMAN	3,280,288	08/14/2007
Goodman Company, L.P.	MILLION – AIR	3,018,714	11/22/2005
Goodman Company, L.P.	TEMPASSURE	2,929,984	03/08/2005
Quietflex Manufacturing Company, L.P.	QUIETFLEX	2,065,289	05/27/1997
Quietflex Manufacturing Company, L.P.	QUIETFLEX and Design	3,130,726	08/15/2006

Registered Owner/Grantor	Title	Registration Number	Registration Date
Goodman Manufacturing Company, L.P.	A PLUS DEALER	3,388,584	02/26/2008
Goodman Company, L.P.	LASTS AND LASTS AND LASTS	3,409,545	04/08/2008
Goodman Company, L.P.	DIGISMART	3,482,029	08/05/2008
Goodman Manufacturing Company, L.P.	COMFORT EXPRESS	3,522,512	10/21/2008
Goodman Company, L.P.	SURESTART	3,573,907	02/10/2009
Goodman Company, L.P.	DISTINCTIONS	3,703,977	11/03/2009
Quietflex Manufacturing Company, L.P.	AMGFLEX	3,778,617	04/20/2010

Applications

Current Applicant/Grantor	Title	Serial Number
Goodman Manufacturing Company, L.P.	GOODPARTS	77/619,425
Goodman Manufacturing Company, L.P.	LIBERTY	77/537,524
Goodman Manufacturing Company, L.P.	LIBERTY LOGO (Stylized and/or with Design)	77/594,463
Quietflex Manufacturing Company, L.P.	HPDFLEX	77/846,713
Goodman Manufacturing Company, L.P.	SMARTSHIFT	85/089,632
Goodman Manufacturing Company, L.P.	COMFORTNET	77/952,094
Quietflex Manufacturing Company, L.P.	Q (Stylized and/or with Design)	77/846,728