

**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
Airxcel, Inc.		02/23/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	77652268	DYNAPACK
Serial Number:	77585938	GREENCUBE
Serial Number:	76004886	PARK PAC
Serial Number:	76388942	MARVAIR
Serial Number:	76388943	GREENWHEEL
Serial Number:	76388944	COMPAC
Serial Number:	75628049	AIRXCEL
Serial Number:	75678722	
Serial Number:	75680937	
Serial Number:	75685388	CHILLGRILLE
Serial Number:	75446146	HP 2
Serial Number:	75445577	TWO TON PLUS HP
Serial Number:	75445593	MINI MACH
Serial Number:	75445177	SEA MACH

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Serial Number:	75446128	MACH 3 P.S.
Serial Number:	75445176	MACH 3 PLUS
Serial Number:	75431681	ROUGHNECK
Serial Number:	75431680	MACH 15
Serial Number:	73225849	MACH
Serial Number:	75066389	CLASSAIRE
Serial Number:	85082767	AIRXCEL

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: jhannon@kslaw.com  
Correspondent Name: James M. Hannon  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009177
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	02/23/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2011, is made by Airxcel, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, Parent, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following to the extent the following constitutes Collateral of the Grantor (excluding Excluded Property) (the "Trademark Collateral");

(a) all of the Trademarks owned by the Grantor and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those United States registrations and applications for registrations for such Trademarks referred to on Schedule I hereto;

(b) all renewals and extensions of such Trademarks owned by the Grantor;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution or violation of such Trademarks. Notwithstanding anything herein that may be to the contrary, there shall be no Lien on or security interest in any "intent-to-use" Trademark application until such time as a statement of use has been filed with respect to such application and deemed in conformance with all applicable Requirements of Laws by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflicts or ambiguities between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Prosecution. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, Agent does not assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

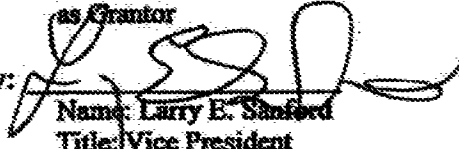
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIRXCEL, INC.

as Grantor

By:



Name: Larry E. Sanford

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ACCEPTED AND AGREED  
as of the date first above written:


GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: T. H. Ballin  
Title: Duly Authorized Signatory

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**1. REGISTERED U.S. TRADEMARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Owner</u>
DYNAPACK	3,868,130	10/26/2010	77/652,268	Airxcel, Inc.
GREENCUBE	3,755,669	3/2/2010	77/585,938	Airxcel, Inc.
PARK PAC	2,437,016	3/20/2001	76/004,886	Airxcel, Inc.
MARVAIR	2,728,803	6/24/2003	76/388,942	Airxcel, Inc.
GREENWHEEL	2,666,481	12/24/2002	76/388,943	Airxcel, Inc.
COMPAC	2,669,045	12/31/2002	76/388,944	Airxcel, Inc.
AIRXCEL	2,462,365	6/19/2001	75/628,049	Airxcel, Inc.
	2,629,646	10/8/2002	75/678,722	Airxcel, Inc.
	2,577,012	6/11/2002	75/680,937	Airxcel, Inc.
CHILLGRILLE	2,437,548	3/20/2001	75/685,388	Airxcel, Inc.
HP 2	2,422,504	1/23/2001	75/446,146	Airxcel, Inc.
TWO TON PLUS HP	2,330,808	3/21/2000	75/445,577	Airxcel, Inc.
MINI MACH	2,367,462	7/18/2000	75/445,593	Airxcel, Inc.
SEA MACH	2,322,957	2/29/2000	75/445,177	Airxcel, Inc.
MACH 3 P.S.	2,307,012	1/11/2000	75/446,128	Airxcel, Inc.
MACH 3 PLUS	2,307,010	1/11/2000	75/445,176	Airxcel, Inc.
ROUGHNECK	2,238,730	4/13/1999	75/431,681	Airxcel, Inc.
MACH 15	2,247,507	5/25/1999	75/431,680	Airxcel, Inc.
MACH	1,147,999	3/3/1981	73/225,849	Airxcel, Inc.
	2,030,316	1/14/1997	75/066,389	Airxcel, Inc.

**2. U.S. TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Owner</u>
AIRXCEL	85/082,767	7/12/2010	Airxcel, Inc.