

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest Recorded at Reel 3165, Frame 0717 and Reel 4022, Frame 0969

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust FSB, as successor collateral agent to Royal Bank of Canada		02/23/2011	Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Airxcel, Inc.
Street Address:	3050 North Saint Francis
City:	Wichita
State/Country:	KANSAS
Postal Code:	67219
Entity Type:	CORPORATION: DELAWARE

Name:	AHI Holdings Inc.
Street Address:	3050 North Saint Francis
City:	Wichita
State/Country:	KANSAS
Postal Code:	67219
Entity Type:	CORPORATION: DELAWARE

Name:	Airxcel Holdings, Inc.
Street Address:	3050 North Saint Francis
City:	Wichita
State/Country:	KANSAS
Postal Code:	67219
Entity Type:	CORPORATION: DELAWARE

Name:	Suburban Manufacturing Company
Street Address:	3050 North Saint Francis
City:	Wichita

OP \$690.00 2462365

State/Country:	KANSAS
Postal Code:	67219
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2462365	AIRXCEL
Registration Number:	2437548	CHILLGRILLE
Registration Number:	2030316	CLASSAIRE
Registration Number:	2669045	COMPAC
Registration Number:	2577012	
Registration Number:	2590210	
Registration Number:	2629646	
Registration Number:	2666481	GREENWHEEL
Registration Number:	2422504	HP 2
Registration Number:	1147999	MACH
Registration Number:	2307011	MACH 1 P.S.
Registration Number:	2310505	MACH 1 PLUS
Registration Number:	2247507	MACH 15
Registration Number:	2307012	MACH 3 P.S.
Registration Number:	2307010	MACH 3 PLUS
Registration Number:	2728803	MARVAIR
Registration Number:	2367462	MINI MACH
Registration Number:	2437016	PARK PAC
Registration Number:	2238730	ROUGHNECK
Registration Number:	2322957	SEA MACH
Registration Number:	2369805	SUPER MACH
Registration Number:	1413109	TARGET 360
Registration Number:	2260716	TWO TON PLUS
Registration Number:	2330808	TWO TON PLUS HP
Registration Number:	2656332	CONSTEMP
Serial Number:	77585938	GREENCUBE
Serial Number:	77652268	DYNAPACK

CORRESPONDENCE DATA

TRADEMARK
REEL: 004485 FRAME: 0560

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: 9
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**IP Security Release**") dated February 23, 2011, is made by WILMINGTON TRUST FSB, as collateral agent (the "**Collateral Agent**") for the Secured Parties in favor of the Persons listed on Exhibit A (collectively, the "**Grantors**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the applicable IP Security Agreement (as defined below).

WHEREAS, Airxcel, Inc., as Borrower, AHI Holdings Inc., as Parent, and the Subsidiary Guarantors party thereto have entered into a Second Lien Credit Agreement dated as of August 31, 2005 (the "**Second Lien Credit Agreement**"), with Wilmington Trust FSB, as Administrative Agent, Wilmington Trust Company, as Collateral Agent, and the Lenders party thereto, as amended by the (i) Successor Second Lien Agent Agreement dated as of April 24, 2009, by and between Wilmington Trust FSB, Royal Bank of Canada, Borrower, Parent, and the lender under the Second Lien Credit Agreement and (ii) Forbearance Agreement to the Second Lien Credit Agreement dated as of June 25, 2009, among Borrower, Parent, the Subsidiary Guarantors party thereto, Wilmington Trust FSB, as Administrative Agent, Wilmington Trust Company, as Collateral Agent, and the Lenders party thereto;

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantors have executed and delivered that certain Second Lien Security Agreement dated August 31, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Security Agreement**"), that certain Second Lien Intellectual Property Security Agreement dated August 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**2005 IP Security Agreement**"), and that certain Second Lien Intellectual Property Security Agreement Supplement dated June 25, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**2009 IP Security Agreement Supplement**"). The 2005 IP Security Agreement and the 2009 IP Security Agreement Supplement are collectively referred to herein as the "**IP Security Agreements**";

WHEREAS, the 2005 IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office at reel 016580 frame 0936 on September 27, 2005 and with the Trademark Division of the United States Patent and Trademark Office at reel 3165 frame 0717 on September 27, 2005; and

WHEREAS, the 2009 IP Security Agreement Supplement was recorded with the Patent Division of the United States Patent and Trademark Office at reel 022877 frame 0213 on June 25, 2009 and with the Trademark Division of the United States Patent and Trademark Office at reel 4022 frame 0969 on June 25, 2009.

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

SECTION 1. Release of Security Interest. The Collateral Agent does hereby (i) terminate the Second Lien Credit Agreement, the Second Lien Security Agreement and the IP Security Agreements, and (ii) terminate, cancel, discharge, release and convey to the Grantors, their successors, assigns and other legal representatives, without representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Grantors' right, title and interest in and to (A) the Collateral granted pursuant to the 2005 IP Security Agreement, including, without limitation, the Collateral listed on Schedules A and B attached hereto, and (B) the Additional Collateral granted pursuant to the 2009 IP Security Agreement Supplement, including, without limitation, the Additional Collateral listed on Schedules C and D attached hereto.

SECTION 2. Further Assurance. The Collateral Agent shall take all further actions, and provide to each Grantor, its successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this IP Security Release.


SECTION 3. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Release.

SECTION 5. Execution in Counterparts. This IP Security Release may be executed in any number of 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.

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

WILMINGTON TRUST FSB

By 
Name: **Officer**
Title: **Josh James**

Address for Notice:

50 South Sixth Street #1290
Minneapolis, MN 55402

**EXHIBIT A
GRANTORS**

AIRXCEL, INC.

AHI HOLDINGS INC.

AIRXCEL HOLDINGS, INC.

SUBURBAN MANUFACTURING COMPANY

SCHEDULE A

PATENTS

Owned by Borrower unless otherwise provided.

U.S. PATENTS

TITLE	PAT/SER NO	STATUS
Exhaust Apparatus for Recreational Vehicle Air Conditioner	4,628,702	Issued
Erectable Sleeve ¹	4,729,227	Issued
Bidirectional Awning Roller	4,770,223	Issued
Handle for Lifting and Locking Extensible Awning Support Arm	5,697,417	Issued
Air conditioning Apparatus	6,101,829	Issued
Vehicle Rooftop Air Conditioner	6,357,249	Issued
Single Package Wall Mounted HVAC Unit	6,370,899	Issued
Frequency Control of Linear Motors	6,437,524	Issued
Single Package Wall Mounted HVAC Unit	6,571,572	Issued
Apparatus and Method for Controlling the Maximum Stroke for Linear Compressors	10/155,342 Pub. No. 20030218854	Pending

FOREIGN PATENTS/APPLICATIONS

COUNTRY	TITLE	PAT/SER NO	STATUS
Australia	Frequency Control of Linear Motors	App. No. 59626/99, Issued as 751265	Granted
Canada	Frequency Control of Linear Motors	2344356	Pending
China	Frequency Control of Linear Motors	App. No. 99812422.2, Pub. No. 1324515	Pending
European Patent Convention	Frequency Control of Linear Motors	App. No. 99969189.2, Pub. No 1121755	Pending
New Zealand	Frequency Control of Linear Motors	510494	Granted
Taiwan	Frequency Control of Linear Motors	476189	Granted

¹ Owned by Suburban Manufacturing Company.

SCHEDULE B

TRADEMARKS

Owned by Borrower unless otherwise provided.

U.S. TRADEMARK REGISTRATIONS

MARK	REG NO	GOODS	STATUS
AIRXCEL	2,462,365	Air conditioners, furnaces, water heaters and gas stoves for recreational vehicles	Issued
CHILLGRILLE	2,437,548	Vent for vehicle rooftop air conditioner	Issued
CLASSAIRE & Design	2,030,316	Unit ventilators for use with heating, ventilating and air conditioning systems	Issued
COMPAC	2,669,045	Air conditioners	Issued
DESIGN (a/c shroud)	2,577,012	Rooftop air conditioner for vehicles	Issued
DESIGN (a/c shroud)	2,590,210	Rooftop air conditioner for vehicles	Issued
DESIGN (a/c shroud)	2,629,646	Rooftop air conditioner for vehicles	Issued
GREENWHEEL	2,666,481	Energy recovery ventilator	Issued
HP2	2,422,504	Rooftop heat pump for vehicles	Issued
MACH	1,147,999	Air conditioners for recreational vehicles	Issued
MACH 1 P.S.	2,307,011	Rooftop air conditioners for vehicles	Issued
MACH 1 PLUS	2,310,505	Rooftop air conditioners for vehicles	Issued
MACH 15	2,247,507	Rooftop air conditioners for vehicles	Issued
MACH 3 P.S.	2,307,012	Rooftop air conditioners for vehicles	Issued
MACH 3 PLUS	2,307,010	Rooftop air conditioners for vehicles	Issued
MARVAIR	2,728,803	Thermostats and electronic controls for use with air conditioners and air conditioners and heat pumps	Issued
MINI MACH	2,367,462	Rooftop air conditioners for vehicles	Issued
PARK PAC	2,437,016	Air conditioner for recreational park trailers	Issued
ROUGHNECK	2,238,730	Rooftop air conditioners for vehicles	Issued
SEA MACH	2,322,957	Marine rooftop air conditioner	Issued
SUPER MACH	2,369,805	Rooftop air conditioners for vehicles	Issued
TARGET 360	1,413,109	Television antennas for recreational vehicles	Issued
TWO TON PLUS	2,260,716	Central air conditioning units for vehicles and mobile homes	Issued

MARK	REG NO	GOODS	STATUS
TWO TON PLUS HP	2,330,808	Central heat pump for vehicles and mobile homes	Issued
CONSTEMP ²	2,656,332	Portable refrigerators and low-temperature refrigerated cabinets	Issued

FOREIGN TRADEMARK REGISTRATIONS

MARK	REG NO	COUNTRY	GOODS	STATUS
MARVAIR	2,602,977	European Community	Wall mounted air conditioner for telecommunication enclosures, plus controller for wall mounted air condition for telecommunication enclosures	Issued
MINI MACH ³	TMA 287,520	Canada	Air conditioners	Issued
COMPAC	2,602,993	European Community	Wall mounted air conditioner for telecommunication enclosures	Issued

² Record owner listed as InstaFreeze Corp.

³ Registered in the name of Recreation Vehicle Products, Inc.

SCHEDULE C

PATENTS

Owned by Borrower unless otherwise provided.

U.S. PATENTS

TITLE	PAT/SER NO
Ventilation System for Boats	61/096,582
Control System and Method for Controlling Multi-Stage Air Conditioners	12/426,745

FOREIGN PATENTS/APPLICATIONS

NONE.

SCHEDULE D

TRADEMARKS

Owned by Borrower unless otherwise provided.

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

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

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

NONE.