

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/01/2012	ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	Goodman Company, L.P.
Street Address:	5151 SAN FELIPE, SUITE 500
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Goodman Manufacturing Company, L.P.
Street Address:	5151 SAN FELIPE, SUITE 500
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3388584	A PLUS DEALER
Registration Number:	3778617	AMGFLEX
Registration Number:	3522512	COMFORT EXPRESS
Registration Number:	4064000	COMFORTNET
Registration Number:	3002820	COMPCARE
Registration Number:	3482029	DIGISMART
Registration Number:	3703977	DISTINCTIONS
Registration Number:	1739647	GMC

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Registration Number:	2386081	GOODCARE
Registration Number:	1994515	GOODMAN
Registration Number:	2221340	GOODMAN
Registration Number:	4019830	GOODPARTS
Registration Number:	3905416	HPDFLEX
Registration Number:	3409545	LASTS AND LASTS AND LASTS
Registration Number:	3018714	MILLION-AIR
Registration Number:	3926557	Q
Registration Number:	2065289	QUIETFLEX
Registration Number:	3130726	QUIETFLEX
Registration Number:	3573907	SURESTART
Registration Number:	3280288	THANK GOODNESS FOR GOODMAN

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
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:	38214
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/02/2012

Total Attachments: 6
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Additional Receiving Parties

GOODMAN MANUFACTURING COMPANY, L.P.
5151 SAN FELIPE, SUITE 500
HOUSTON, TX 77056
Limited Partnership - TX

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK RIGHTS dated as of November 1, 2012 (this "Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent and Collateral Agent (the "Administrative Agent" and "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the First Lien Credit Agreement, the First Lien Pledge Agreement, the First Lien Security Agreement or the First Lien Guarantee Agreement, as applicable, referred to below.

A. Reference is made to (i) the First Lien Credit Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Chill Intermediate Holdings, Inc. ("Holdings"), Goodman Global, Inc. (the "Borrower"), the banks, financial institutions and other investors from time to time party thereto (the "Lenders"), and the Administrative Agent, (ii) the First Lien Guarantee Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "First Lien Guarantee Agreement"), by Holdings, the Borrower and the Subsidiary Guarantors listed therein in favor of the Collateral Agent, (iii) the First Lien Pledge Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "First Lien Pledge Agreement"), by Holdings, the Borrower and the Subsidiary Pledgors listed therein in favor of the Collateral Agent, (iv) the First Lien Security Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "First Lien Security Agreement") by Holdings, the Borrower and the Subsidiary Grantors listed therein in favor of the Collateral Agent and (v) the First Lien Intellectual Property Security Agreement dated as of October 28, 2010 (the "First Lien Intellectual Property Security Agreement"), among Goodman Company, L.P., Quietflex Manufacturing Company, L.P. and Goodman Manufacturing Company, L.P. in favor of the Collateral Agent (such documents set forth in clauses (i) through (v), collectively, the "Security Agreements").

B. Pursuant to the Security Agreements, Holdings, the Borrower, Goodman Company, L.P., Quietflex Manufacturing Company, L.P., and Goodman Manufacturing Company, L.P. (the "Grantors") granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all rights, titles or interests of the Grantors in, among other things, the trademarks and trademark applications of the Grantors set forth on Schedule I hereto (collectively, the "Trademark Collateral"), which security interests were recorded with the United States Patent and Trademark Office on November 1, 2010 at Reel/Frame 4308/0208 and November 2, 2010 at Reel/Frame 4308/0979.

C. Pursuant to the Payoff Letter dated as of October 31, 2012, among Holdings, the Borrower and the Administrative Agent, the Administrative Agent now

desires to terminate, discharge and release any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby terminate, discharge and release any and all security interests it has against the Trademark Collateral. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and make filings with the United States Patent and Trademark Office and execute any further documents and to do such acts as may be reasonably necessary to effect the termination, discharge, and release of the Administrative Agent's security interests in the Trademark Collateral, in each case at the expense of the Borrower.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

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

By 
Name: Robert P. Kellas

Title: Executive Director

Schedule I

Trademark Registrations

Owner	Jurisdiction	Trademark	Class	Registration No
GMCLP	USA	A PLUS DEALER	35	3,388,584
QMCLP	USA	AMGFLEX	19	3,778,617
GMCLP	USA	COMFORT EXPRESS	36	3,522,512
GMCLP	USA	COMFORTNET	9	4,064,000
GMCLP	USA	COMPCARE	36	3,002,820
GCLP	USA	DIGISMART	9	3,482,029
GCLP	USA	DISTINCTIONS	11	3,703,977
GMCLP	USA	GMC & Design	11	1,739,647
GMCLP	USA	GOODCARE	36	2,386,081
GMCLP	USA	GOODMAN	11	1,994,515
GMCLP	USA	GOODMAN & Design	11	2,221,340
GMCLP	USA	GOODPARTS	7, 9, 11	4,019,830
QMCLP	USA	HPDFLEX	19	3,905,416
GCLP	USA	LASTS AND LASTS AND LASTS	11	3,409,545
GCLP	USA	MILLION-AIR	11	3,018,714
QMCLP	USA	Q (Stylized and/or with design)	19	3,926,557
QMCLP	USA	QUIETFLEX	19	2,065,289
QMCLP	USA	QUIETFLEX and design	19	3,130,726
GCLP	USA	SURESTART	11	3,573,907
GMCLP	USA	THANK GOODNESS FOR GOODMAN	11	3,280,288