

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: DELAWARE

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

OP \$515.00 3388584

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:	38215
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/05/2012

Total Attachments: 6  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JPMORGAN CHASE BANK, N.A.

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) USAAdditional names of conveying parties attached?  Yes  No**3. Nature of conveyance )/Execution Date(s) :**Execution Date(s) November 1, 2012

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other Release

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached?  Yes  NoName: GOODMAN COMPANY, L.P.

Internal Address: \_\_\_\_\_

Street Address: 5151 SAN FELIPE, SUITE 500City: HOUSTONState: TXCountry: USA      Zip: 77056

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship DE  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional sheet(s) attached?  Yes  No

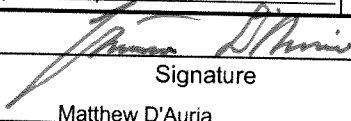
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: IP Research PlusInternal Address: \_\_\_\_\_  
Attn: Penelope J.A. AgodoaStreet Address: \_\_\_\_\_  
21 Tadcaster CircleCity: WaldorfState: MD      Zip: 20602Phone Number: 301-638-0511Fax Number: 866-826-5420Email Address: orders@ipresearchplus.com**6. Total number of applications and registrations involved:**

20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_**9. Signature:**
  
 \_\_\_\_\_  
 Signature  
 Matthew D'Auria  
 Name of Person Signing

11/1/2012

Date

Total number of pages including cover sheet, attachments, and document: 

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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 Second Lien Credit Agreement, the Second Lien Pledge Agreement, the Second Lien Security Agreement or the Second Lien Guarantee Agreement, as applicable, referred to below.

A. Reference is made to (i) the Second Lien Credit Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second 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 Second Lien Guarantee Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee Agreement"), by Holdings, the Borrower and the Subsidiary Guarantors listed therein in favor of the Collateral Agent, (iii) the Second Lien Pledge Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Pledge Agreement"), by Holdings, the Borrower and the Subsidiary Pledgors listed therein in favor of the Collateral Agent, (iv) the Second Lien Security Agreement dated as of October 28, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") by Holdings, the Borrower and the Subsidiary Grantors listed therein in favor of the Collateral Agent and (v) the Second Lien Intellectual Property Security Agreement dated as of October 28, 2010 (the "Second 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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK RELEASE]

**TRADEMARK**  
**REEL: 004893 FRAME: 0744**

## 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