

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM323627

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| General Electric Capital Corporation | | 11/18/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 3868130 | DYNAPACK |
| Registration Number: | 3755669 | GREENCUBE |
| Registration Number: | 2437016 | PARK PAC |
| Registration Number: | 2728803 | MARVAIR |
| Registration Number: | 2666481 | GREENWHEEL |
| Registration Number: | 2669045 | COMPAC |
| Registration Number: | 2462365 | AIRXCEL |
| Registration Number: | 3946322 | AIRXCEL |
| Registration Number: | 2629646 | |
| Registration Number: | 2577012 | |
| Registration Number: | 2437548 | CHILLGRILLE |
| Registration Number: | 2422504 | HP 2 |
| Registration Number: | 2330808 | TWO TON PLUS HP |
| Registration Number: | 2367462 | MINI MACH |
| Registration Number: | 2322957 | SEA MACH |
| Registration Number: | 2307012 | MACH 3 P.S. |
| Registration Number: | 2307010 | MACH 3 PLUS |
| Registration Number: | 2238730 | ROUGHNECK |
| Registration Number: | 2247507 | MACH 15 |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1147999 | MACH |
| Registration Number: | 2030316 | CLASSAIRE |

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: mrussell@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 09631.009235 |
| NAME OF SUBMITTER: | Mark Russell |
| SIGNATURE: | /Mark Russell/ |
| DATE SIGNED: | 11/19/2014 |

Total Attachments: 4

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 18, 2014 (this "Termination"), is made by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, the "Secured Party"), in favor of AIRXCEL, INC., a Delaware corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 23, 2011, by and among the Grantor (the "Borrower"), the other Persons party thereto that are designated as "Credit Parties", the lenders from time to time party thereto (the "Lenders") and Secured Party, as Agent for the Lenders (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to provide the Borrower with certain credit facilities;

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of February 23, 2011, by and among the Secured Party, the Grantor and the other grantors named therein (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Secured Party a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

WHEREAS, the Grantor, pursuant to a Trademark Security Agreement, dated as of February 23, 2011, by and among the Secured Party and the Grantor (the "Trademark Security Agreement"), granted to the Secured Party for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following to the extent the following constitutes Collateral of the Grantor, in each case whether then owned or thereafter acquired or arising, and wherever located (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 A 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.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 23, 2011, at Reel 004485, Frame No. 0488; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

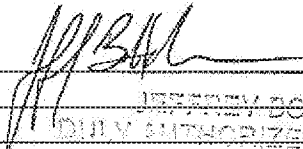
1. Release of Lien. The Secured Party hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that is has in, to and under the Trademark Collateral.
2. Authorization to Record. The Secured Party authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Secured Party shall take all further actions, and provide to the Grantor, its successors, assigns or 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 the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.



Secured Party:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: JEFFREY BOTTCHER
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE A

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. |
| AIRXCEL | 3,946,322 | 4/12/2011 | 85/082,767 | 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. |