

12-02-2003

11-2003

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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T U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GOODMAN GLOBAL HOLDINGS, INC. GOODMAN COMPANY, L.P.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11-21-2003

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

Internal Address:

Street Address: 712 Main Street

City: Houston State: TX Zip: 77002

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 5337590 5142895

5222552 5284041 D329283

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Shahreen Rafique, Esq

Internal Address: Andrews Kurth LLP

Suite 4200

Street Address: 600 Travis

City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0897 (150158)

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9. Signature.

Theresa Eversby Name of Person Signing

Theresa Eversby Signature

November 24 2003 Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, Goodman Global Holdings, Inc., a Texas corporation, and Goodman Company, L.P., a Delaware limited partnership ("Grantors"), own and use in their businesses, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to a Fourth Amended and Restated Credit Agreement dated as of November [], 2003 (the "Credit Agreement"), among Goodman Global Holdings, Inc. (the "Borrower"), the subsidiaries of the Borrower party thereto as guarantors (the "Guarantors"), the lenders from time to time party thereto (the "Lenders"), and JPMorgan Chase Bank, as Administrative Agent, the Lenders have agreed to make Loans to the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, certain Lenders or their Affiliates have made or, after the date hereof, may enter into interest rate, currency or similar swap transactions with the Borrower or any of its Subsidiaries; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of November [], 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors and JPMorgan Chase Bank, as Collateral Agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Collateral Agent"), Grantor has agreed to grant in favor of the Collateral Agent a perfected security interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all patents and patent applications, the inventions and improvements described and claimed therein, and all patentable inventions, including but not limited to the patents and patent applications listed on Schedule A;

(ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(iii) all rights (A) to all income, profits, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (B) to sue for past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world;

(iv) all licenses or user or other agreements granted to such Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by such Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and each Grantor shall not be deemed to have granted a security interest in, any of such Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantors further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantors have caused this Grant of Patent Security Interest to be duly executed and delivered as of the 21st day of November, 2003.

GOODMAN GLOBAL HOLDINGS, INC.

By: Ardee D. Toppe
Name: Ardee D. Toppe
Title: Vice President, Treasurer and Controller

GOODMAN COMPANY, L.P.

By: Goodman Holding Company, its sole
general partner

By: Ardee D. Toppe
Name: Ardee D. Toppe
Title: Vice President, Treasurer and Controller

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
5,337,590	8/16/1994	Method and apparatus for bending tubes using split bend die
5,142,895	9/1/1992	Method for bending tubes
5,222,552	6/29/1993	Method for bending tubes
5,284,041	2/8/1994	Method for bending tubes using split die
D329,283	9/8/1992	Window fan or the like