

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		02/13/2008	National Banking Association:

RECEIVING PARTY DATA

Name:	Goodman Company, L.P.
Street Address:	2550 North Loop West
Internal Address:	Suite 400
City:	Houston
State/Country:	TEXAS
Postal Code:	77092
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2057760	JANITROL
Serial Number:	76533400	COMFORT ZONE
Registration Number:	2744479	COMFORT.QUALITY.TRUST
Serial Number:	78391296	DIGISMART
Serial Number:	76538294	LASTS AND LASTS AND LASTS
Registration Number:	3018714	MILLION-AIR
Serial Number:	76531757	PRESTIGE
Serial Number:	78413436	SURESTART
Registration Number:	2929984	TEMPASSURE
Registration Number:	2654415	ULTRON

CORRESPONDENCE DATA

Fax Number: (212)455-2502

900099108

**TRADEMARK
 REEL: 003719 FRAME: 0887**

OP \$265.00 2057760

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
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ATTORNEY DOCKET NUMBER:	509333/0026
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/14/2008

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of February 13th, 2008, from JPMorgan Chase Bank, a national banking association, with its principal place of business located at 711 Travis Street, Houston, TX 77002, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Goodman Company, L.P., a Texas limited partnership, with its principal place of business located at 2550 North Loop West, Suite 400, Houston, TX 77092 (the "Pledgor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 23, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of December 23, 2004, among the Agent and the Pledgor (the "Security Agreement"), the Pledgor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 21, 2005, at Reel 3013 and Frame 0760; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks and Licenses (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases, and discharges in its entirety any and all Security Interest it has in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void and all such rights, title and interest hereby revert to the Grantors.

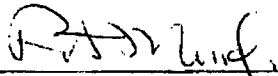
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, record or evidence the release of the Security Interest contemplated hereby.

4. Agent Request. The Agent authorizes and requests the United States Patent and Trademark Office to record this termination and release against the Trademark Collateral, as applicable.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

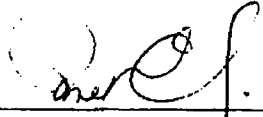
JPMORGAN CHASE BANK, N.A.
(f/k/a JPMorgan Chase Bank)
as Administrative Agent

By: 
Name: ROBERT L. MENDOZA
Title: VICE PRESIDENT

STATE OF Texas)
)
COUNTY OF Harris)

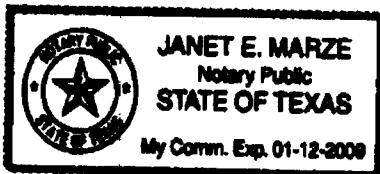
ss.:

On this 13th day of February, 2008, before me personally appeared Robert L. Mendoza to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank), described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.



Notary Public

(Affix Seal Below)



Schedule A

U.S. Trademark Registrations and Applications

<i>Trademark or Service Mark*</i>	<i>Appl Ser. No.</i>	<i>Reg. No.</i>
JANITROL	74/522,788	2,057,760
COMFORT ZONE	76/533,400	
COMFORT QUALITY TRUST	76/372,762	2,744,479
DIGISMART	78/391,296	
LASTS AND LASTS AND LASTS	76/538,294	
MILLION-AIR	78/413,428	3,018,714
PRESTIGE	76/531,757	
SURESTART	78/413,436	
TEMPASSURE	76/409,694	2,929,984
ULTRON	76/380,228	2,654,415

*All marks are trademarks unless noted as service marks by (SM).

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