

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

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

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	76544877	A+ DEALER
Registration Number:	3002820	COMPCARE
Serial Number:	78307959	FLAGSHIP SERIES
Registration Number:	1739647	GMC
Registration Number:	1371182	GMC
Registration Number:	2386081	GOODCARE
Registration Number:	1994515	GOODMAN
Registration Number:	2221340	GOODMAN
Registration Number:	2265506	GOODMAN DESERT SERIES
Serial Number:	78307949	GOODMAN FLAGSHIP SERIES
Serial Number:	76538293	GOODMAN GOLD
Registration Number:	2331949	GOODPARTS & MORE
Registration Number:	0643601	JANITROL

OP \$440.00 76544877

Registration Number:	2181739	JANITROL
Serial Number:	76546003	LIBERTY
Serial Number:	78345212	LIFETIME AIR CONDITIONING AND HEATING EQUIPMENT
Registration Number:	3280288	THANK GOODNESS FOR GOODMAN

**CORRESPONDENCE DATA**

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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 13<sup>th</sup>, 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 Manufacturing 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 0353; 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.

*[Remainder of page intentionally left blank]*

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

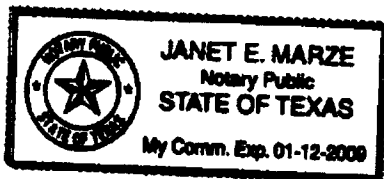
STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

ss.:

On this 13<sup>th</sup> 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.

  
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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>
A+ DEALER (SM)	76/544,877	
COMPCARE (SM)	78/357,424	3,002,820
FLAGSHIP SERIES	78/307,959	
GMC and design	74/132,456	1,739,647
GMC and design (white letters in black background)	73/522,593	1,371,182
GOODCARE (SM)	75/421,486	2,386,081
GOODMAN	74/596,218	1,994,515
GOODMAN and design	75/335,560	2,221,340
GOODMAN DESERT SERIES	75/329,279	2,265,506
GOODMAN FLAGSHIP SERIES	78/307,949	
GOODMAN GOLD	76/538,293	
GOODPARTS & MORE (SM)	75/635,036	2,331,949
JANITROL	72/014,178	643,601
JANITROL	75/125,392	2,181,739
LIBERTY	76/546,003	
LIFETIME AIR CONDITIONING AND HEATING EQUIPMENT & design	78/345,212	
THANK GOODNESS FOR GOODMAN	76/555,646	3,280,288

**U.S. Exclusive Trademark Licenses**

- Appl. Ser. No. 78/345,212 – Trademark and Service Mark License Agreement, dated July 2004 by and among Home Depot U.S.A., Inc., Homer TLC, Inc. and Goodman Manufacturing Company, L.P.

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

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