

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:	Quietflex Manufacturing 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: 4			
Property Type	Number	Word Mark	
Registration Number:	2065289	QUIETFLEX	
Registration Number:	3130726	QUIETFLEX	
Registration Number:	2356065	TEXTUF	
Registration Number:	2598328	THE BACKSAVER	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509333/0026		

OP \$115.00 2065289

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/14/2008
Total Attachments: 5 source=Good325T#page1.tif source=Good325T#page2.tif source=Good325T#page3.tif source=Good325T#page4.tif source=Good325T#page5.tif	

**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 Quietflex 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 0325; 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.

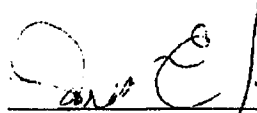
JPMORGAN CHASE BANK, N.A.
(f/k/a JPMorgan Chase Bank)
as Administrative Agent

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

STATE OF TEXAS)
)
COUNTY OF HARRIS)

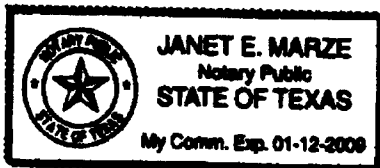
ss.:

On this 13~~th~~ day of February, 2008, before me personally appeared Robert L. Mendez 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>
QUIETFLEX	75/165,850	2,065,289
QUIETFLEX and design	78/416,273	3,130,726
TEXTUF	75/502,319	2,356,065
THE BACKSAVER	75/582,334	2,598,328

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

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