

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AHI Holdings Inc.		08/31/2005	CORPORATION: DELAWARE
Airxcel Holdings, Inc.		08/31/2005	CORPORATION: DELAWARE
Airxcel, Inc.		08/31/2005	CORPORATION: DELAWARE
Suburban Manufacturing Company		08/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street
Internal Address:	12th Floor, South Tower, Royal Bank Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian Bank: CANADA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2462365	AIRXCEL
Registration Number:	2437548	CHILLGRILLE
Registration Number:	2030316	CLASSAIRE
Registration Number:	2669045	COMPAC
Registration Number:	2577012	
Registration Number:	2590210	
Registration Number:	2629646	
Registration Number:	2666481	GREENWHEEL
Registration Number:	2422504	HP 2
Registration Number:	1147999	MACH
Registration Number:	2307011	MACH 1 P.S.

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Registration Number:	2310505	MACH 1 PLUS
Registration Number:	2247507	MACH 15
Registration Number:	2307012	MACH 3 P.S.
Registration Number:	2307010	MACH 3 PLUS
Registration Number:	2728803	MARVAIR
Registration Number:	2367462	MINI MACH
Registration Number:	2437016	PARK PAC
Registration Number:	2238730	ROUGHNECK
Registration Number:	2322957	SEA MACH
Registration Number:	2369805	SUPER MACH
Registration Number:	1413109	TARGET 360
Registration Number:	2260716	TWO TON PLUS
Registration Number:	2330808	TWO TON PLUS HP
Registration Number:	2656332	CONSTEMP

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jordan Altman
Signature:	/Jordan Altman/
Date:	09/23/2005

Total Attachments: 8
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**SECOND LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 31, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of ROYAL BANK OF CANADA, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, Airxcel, Inc., as Borrower, AHI Holdings Inc., as Parent, and the Subsidiary Guarantors party thereto have entered into a Second Lien Credit Agreement dated as of August 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), with Royal Bank of Canada, as Administrative Agent, Royal Bank of Canada, as Collateral Agent, and the Lenders party thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and by the Lenders under the Second Lien Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated August 31, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Second Lien Security Agreement*").

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or

conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, "*Collateral*" shall not include and the Grantors shall not be deemed to have granted a security interest in any property or agreement of such Grantor (A) to the extent (but only so long as) (x) the granting of a security interest thereunder is prohibited by any applicable law, (y) requires a consent not obtained of any Governmental Authority pursuant to any applicable law or (z) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, lease, license, agreement, lease, instrument or other document giving rise to such property, in each case solely to the extent that such breach or default is not rendered ineffective by the UCC or other applicable law or, in the case of any consent, such consent is actually required to grant such security interest under applicable law, or (B) any property subject to a Permitted Lien (other than the Liens in favor of the Collateral Agent) to the extent that the grant of such other Liens on such property (i) would result in a material breach or violation of, or constitute a material default under, the agreement or instrument governing such Permitted Lien, or (ii) would result in the actual loss of the use of such property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

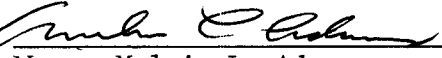
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Second Lien Representative (as defined in the Intercreditor Agreement), for the benefit of the Second Lien Secured Parties (as defined in the Intercreditor Agreement), pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Representative, for the benefit of the Second Lien Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of August 31, 2005 (the "***Intercreditor Agreement***"), among the First Lien Agent, as First Lien Representative, the Second Lien Agent, as Second Lien Representative, the Grantors party thereto and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

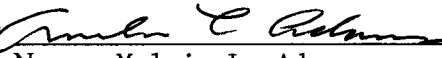
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AIRXCEL, INC.

By 
Name: Melvin L. Adams
Title: CEO and President


Address for Notices:
3050 North Saint Francis
Wichita, Kansas 67219

AHI HOLDINGS INC.

By 
Name: Melvin L. Adams
Title: CEO and President

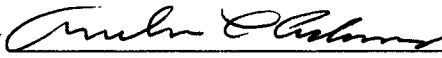
Address for Notices:
3050 North Saint Francis
Wichita, Kansas 67219

AIRXCEL HOLDINGS, INC.

By 
Name: Melvin L. Adams
Title: CEO and President

Address for Notices:
3050 North Saint Francis
Wichita, Kansas 67219

SUBURBAN MANUFACTURING
COMPANY

By 
Name: Melvin L. Adams
Title: CEO and President

Address for Notices:
3050 North Saint Francis
Wichita, Kansas 67219

SCHEDULE A**PATENTS**

Owned by Borrower unless otherwise provided.

U.S. PATENTS

TITLE	PAT/SER NO	STATUS
Exhaust Apparatus for Recreational Vehicle Air Conditioner	4,628,702	Issued
Erectable Sleeve ¹	4,729,227	Issued
Bidirectional Awning Roller	4,770,223	Issued
Handle for Lifting and Locking Extensible Awning Support Arm	5,697,417	Issued
Air conditioning Apparatus	6,101,829	Issued
Vehicle Rooftop Air Conditioner	6,357,249	Issued
Single Package Wall Mounted HVAC Unit	6,370,899	Issued
Frequency Control of Linear Motors	6,437,524	Issued
Single Package Wall Mounted HVAC Unit	6,571,572	Issued
Apparatus and Method for Controlling the Maximum Stroke for Linear Compressors	10/155,342 Pub. No. 20030218854	Pending

FOREIGN PATENTS/APPLICATIONS

COUNTRY	TITLE	PAT/SER NO	STATUS
Australia	Frequency Control of Linear Motors	App. No. 59626/99, Issued as 751265	Granted
Canada	Frequency Control of Linear Motors	2344356	Pending
China	Frequency Control of Linear Motors	App. No. 99812422.2, Pub. No. 1324515	Pending
European Patent Convention	Frequency Control of Linear Motors	App. No. 99969189.2, Pub. No 1121755	Pending
New Zealand	Frequency Control of Linear Motors	510494	Granted
Taiwan	Frequency Control of Linear Motors	476189	Granted

¹ Owned by Suburban Manufacturing Company.

SCHEDULE B**TRADEMARKS**

Owned by Borrower unless otherwise provided.

U.S. TRADEMARK REGISTRATIONS

MARK	REG NO	GOODS	STATUS
AIRXCEL	2,462,365	Air conditioners, furnaces, water heaters and gas stoves for recreational vehicles	Issued
CHILLGRILLE	2,437,548	Vent for vehicle rooftop air conditioner	Issued
CLASSAIRE & Design	2,030,316	Unit ventilators for use with heating, ventilating and air conditioning systems	Issued
COMPAC	2,669,045	Air conditioners	Issued
DESIGN (a/c shroud)	2,577,012	Rooftop air conditioner for vehicles	Issued
DESIGN (a/c shroud)	2,590,210	Rooftop air conditioner for vehicles	Issued
DESIGN (a/c shroud)	2,629,646	Rooftop air conditioner for vehicles	Issued
GREENWHEEL	2,666,481	Energy recovery ventilator	Issued
HP2	2,422,504	Rooftop heat pump for vehicles	Issued
MACH	1,147,999	Air conditioners for recreational vehicles	Issued
MACH 1 P.S.	2,307,011	Rooftop air conditioners for vehicles	Issued
MACH 1 PLUS	2,310,505	Rooftop air conditioners for vehicles	Issued
MACH 15	2,247,507	Rooftop air conditioners for vehicles	Issued
MACH 3 P.S.	2,307,012	Rooftop air conditioners for vehicles	Issued
MACH 3 PLUS	2,307,010	Rooftop air conditioners for vehicles	Issued
MARVAIR	2,728,803	Thermostats and electronic controls for use with air conditioners and air conditioners and heat pumps	Issued
MINI MACH	2,367,462	Rooftop air conditioners for vehicles	Issued
PARK PAC	2,437,016	Air conditioner for recreational park trailers	Issued
ROUGHNECK	2,238,730	Rooftop air conditioners for vehicles	Issued
SEA MACH	2,322,957	Marine rooftop air conditioner	Issued
SUPER MACH	2,369,805	Rooftop air conditioners for vehicles	Issued
TARGET 360	1,413,109	Television antennas for recreational vehicles	Issued
TWO TON PLUS	2,260,716	Central air conditioning units for vehicles and mobile homes	Issued

MARK	REG NO	GOODS	STATUS
TWO TON PLUS HP	2,330,808	Central heat pump for vehicles and mobile homes	Issued
CONSTEMP ²	2,656,332	Portable refrigerators and low-temperature refrigerated cabinets	Issued

FOREIGN TRADEMARK REGISTRATIONS

MARK	REG NO	COUNTRY	GOODS	STATUS
MARVAIR	2,602,977	European Community	Wall mounted air conditioner for telecommunication enclosures, plus controller for wall mounted air condition for telecommunication enclosures	Issued
MINI MACH ³	TMA 287,520	Canada	Air conditioners	Issued
COMPAC	2,602,993	European Community	Wall mounted air conditioner for telecommunication enclosures	Issued

² Record owner listed as InstaFreeze Corp.

³ Registered in the name of Recreation Vehicle Products, Inc.

SCHEDULE C

COPYRIGHTS

None.