

**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
PNC Bank, National Association		08/31/2005	National Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Airxcel, Inc.
<b>Street Address:</b>	3050 North St. Francis Street
<b>City:</b>	Wichita
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	62719
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2462365	AIRXCEL
Registration Number:	2437548	CHILLGRILLE
Registration Number:	2030316	CLASSAIRE
Registration Number:	2669045	COMPAC
Registration Number:	2590210	
Registration Number:	2577012	
Registration Number:	2629646	
Registration Number:	2666481	GREENWHEEL
Registration Number:	2422504	HP 2
Registration Number:	1147999	MACH
Registration Number:	2307011	MACH 1 P.S.
Registration Number:	2310505	MACH 1 PLUS
Registration Number:	2247507	MACH 15
Registration Number:	2307012	MACH 3 P.S.

**CH \$590.00 2462365**

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:	2260716	TWO TON PLUS
Registration Number:	2330808	TWO TON PLUS HP

**CORRESPONDENCE DATA**

Fax Number: (312)660-0471

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

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	35621-79 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	10/05/2005

**Total Attachments: 3**

source=PNC-Airxcel TM Release#page1.tif

source=PNC-Airxcel TM Release#page2.tif

source=PNC-Airxcel TM Release#page3.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of AUGUST 31, 2005 ("Effective Date") by and between **PNC Bank, National Association**, a national banking association, with its principal office at 249 Fifth Avenue, 6th Floor, One PNC Plaza, Pittsburgh, Pennsylvania 15222, as Agent ("Grantee"), and **Airxcel, Inc.**, a Delaware corporation, with its principal office at 3050 North St. Francis Street, Wichita, Kansas 62719 ("Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Collateral Assignment and Security Agreement by and between Grantor and Grantee dated September 16, 2004 (the "Trademark Security Agreement"), Grantor granted to Grantee a security interest in and collateral assignment of all trademarks of Grantor, registered or unregistered, and all variations thereof (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith;

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Revolving Credit and Security Agreement dated June 30, 2004 by and among Grantor, Suburban Manufacturing Company, Grantee and the Lenders thereunder, as amended (the "Credit Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on December 10, 2004, at Reel 2988, Frame 0082; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby (i) terminates the Trademark Security Agreement and the Credit Agreement, and (ii) terminates, cancels and releases any and all security interests it has against the Trademarks and re-assigns to Grantor any and all right, title and interest of Grantee in and to the Trademarks, including, without limitation all goodwill associated therewith.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedule A (attached hereto), in any jurisdiction throughout the world.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*




**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**PNC BANK, NATIONAL ASSOCIATION**

Name: Jan M. [Signature]  
Title: Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. Date</b>
AIRXCEL	2,462,365	6/19/01
CHILLGRILLE	2,437,548	3/20/01
CLASSAIRE <i>classaire</i>	2,030,316	1/14/97
COMPAC	2,669,045	12/31/02
Design 	2,590,210	7/9/02
Design 	2,577,012	6/11/02
Design 	2,629,646	10/8/02
GREENWHEEL	2,666,481	12/24/02
HP 2	2,422,504	1/23/01
MACH	1,147,999	3/3/81
MACH 1 P.S.	2,307,011	1/11/00
MACH 1 PLUS	2,310,505	1/25/00
MACH 15	2,247,507	5/25/99
MACH 3 P.S.	2,307,012	1/11/00
MACH 3 PLUS	2,307,010	1/11/00
MARVAIR	2,728,803	6/24/03
MINI MACH	2,367,462	7/18/00
PARK PAC	2,437,016	3/20/01
ROUGHNECK	2,238,730	4/13/99
SEA MACH	2,322,957	2/29/00
SUPER MACH	2,369,805	7/25/00
TWO TON PLUS	2,260,716	7/13/99
TWO TON PLUS HP	2,330,808	3/21/00