

**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
GOLDMAN SACHS CREDIT PARTNERS L.P.		07/09/2008	CORPORATION: BERMUDA

**RECEIVING PARTY DATA**

Name:	FEDDERS NORTH AMERICA, INC.
Street Address:	505 MARTINSVILLE ROAD
Internal Address:	P.O. BOX 813
City:	LIBERTY CORNER
State/Country:	NEW JERSEY
Postal Code:	07938
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	0325089	AIRTEMP
Registration Number:	0379722	AIRTEMP
Registration Number:	0517896	FEDDERS
Registration Number:	0532334	FEDDERS
Registration Number:	0860978	FEDDERS
Registration Number:	1119176	EMERSON QUIET KOOL
Registration Number:	1612846	EMERSON QUIET KOOL

**CORRESPONDENCE DATA**

Fax Number: (617)261-3175  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (617)261-3100  
 Email: tmboston@klgates.com  
 Correspondent Name: K&L Gates LLP Attn: Phi Lan M. Tinsley

OP \$190.00 0325089

Address Line 1: State Street Financial Center  
Address Line 2: One Lincoln Street  
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	0813678.0001
NAME OF SUBMITTER:	Phi Lan M. Tinsley
Signature:	/philan m. tinsley/
Date:	07/09/2008

**Total Attachments: 3**

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source=Elco\_Fedders\_Goldman\_Sachs\_trademark\_lien\_release\_with\_PTO\_(2\_of\_2)#page2.tif  
source=Elco\_Fedders\_Goldman\_Sachs\_trademark\_lien\_release\_with\_PTO\_(2\_of\_2)#page3.tif

**TERMINATION, RELEASE, AND REASSIGNMENT OF  
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Release") made by GOLDMAN SACHS CREDIT PARTNERS L.P., as ("Secured Party") made this 9th day of July, 2008.

**WITNESSETH:**

**WHEREAS**, FEDDERS NORTH AMERICA, INC., a Delaware Corporation (the "Debtor") and the Secured Party entered into a Term Loan and Guaranty Agreement dated March 20, 2007 (the "Credit Agreement") pursuant to which Secured Party lent Debtor certain amounts;

**WHEREAS**, in connection with the Credit Agreement, Debtor entered into a Trademark Security Agreement made as of March 20, 2007 (the "Trademark Security Agreement") pursuant to which Debtor assigned and pledged to Secured Party a lien on and security interest in the entire right, title, and interest of Debtor in and to certain Intellectual Property Collateral as identified in the attached Schedule A (the "Released Trademarks"), including the goodwill of the business connected with the use of, and symbolized by the Released Trademarks;

**WHEREAS**, the Trademark Security Agreement was recorded in the United states Patent and Trademark Office on March 20, 2007 at Reel 3522, Frame 0854; and

**WHEREAS**, Secured Party now wishes to terminate the lien on and security interest in the Released Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing premises, Secured Party agrees as follows:

1. Secured Party re-assigns, re-conveys, re-grants, re-transfers, and releases to Debtor whatever rights, title and interest, if any, in and to the Released Trademarks and the goodwill symbolized by such Released Trademarks, it being understood that Secured Party's right, title and interest, if any, in and to the Released Trademarks is solely that of a secured party pursuant to the Trademark Security Agreement. Secured Party will execute and deliver to Debtor all deeds, assignments, and other instruments as may be reasonably necessary to terminate all of the secured interests in the Released Trademarks that were granted by Debtor under the Trademark Security Agreement, in a form and on terms reasonably satisfactory to Debtor, to release Secured Party's lien, security interest, and encumbrance against the Released Trademarks and the goodwill symbolized by such Released Trademarks, and including the right, if any, to recover for all past, present, and future infringement thereof, all renewals thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. Secured Party agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of Debtor relating to the Released Trademarks under the Trademark Security Agreement.

3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same agreement.

**IN WITNESS WHEREOF**, the undersigned has caused this Termination, Release, and Reassignment of Security Interest in Trademarks to be duly executed and delivered by a duly authorized officer on the day and year first above written.

ELCO HOLDINGS LTD.,  
as Attorney in Fact on behalf of  
GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Secured Party

By: Avi Issueli Eli Gensel  
Name: VP Business Development  
Title: C.F.O

DATE OF THIS  
11 DAY OF JULY 2008 .

**SCHEDULE A (Released Trademarks)**

**TERMINATION, RELEASE, AND REASSIGNMENT OF  
SECURITY INTEREST IN TRADEMARKS**

<b>Mark</b>	<b>Reg. No.</b>
AIRTEMP & Design	325,089
AIRTEMP & Design	379,722
FEDDERS & Design	517,896
FEDDERS & Design	532,334
FEDDERS	860,978
EMERSON QUIET KOOL	1,119,176
EMERSON QUIET KOOL	1,612,846